

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into between Plaintiff Rose Chingofor ("Plaintiff" or "Class Representative") and Defendant Attentive Home Care, Inc. ("Defendant"). For purposes of this Agreement, Plaintiff and Defendant are referred to as a "Party" and collectively as the "Parties."

I. Recitals

A. On September 8, 2021 Plaintiff filed a Complaint in the Superior Court of California, County of Orange, Case No. 30-2021-01220181-CU-OE-CXC, entitled ROSE CHINGOFOR, on behalf of herself and others similarly situated, Plaintiff, vs. ATTENTIVE HOME CARE, INC.; and DOES 1 to 100, inclusive, Defendant. The Complaint ("Complaint," "Action" or the "Litigation") alleged claims for 1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197; 2) failure to pay overtime wages for daily overtime worked in violation of Labor Code sections 510 and 1194; 3) failure to authorize or permit meal periods in violation of Labor Code sections 512 and 226.7; 4) failure to authorize or permit rest periods in violation of Labor Code sections 226.7; 5) failure to indemnify employees for employment-based losses/expenses in violation of Labor Code section 2802; 6) failure to timely pay earned wages in violation of Labor Code section 204; 7) failure to provide complete and accurate wage statements in violation of Labor Code section 226; 8) failure to timely pay all earned wages and final paychecks due at the time of separation in violation of Labor Code sections 201, 202, and 203; and 9) unfair business practices in violation of Business and Professions Code section 17200, *et seq.* Defendant denies Plaintiff's allegations and claims.

B. On September 8, 2021, Plaintiff provided written notice to the LWDA and Defendant of alleged violations of the California Labor Code. ("LWDA Notice").

C. On June 23, 2022, the Parties participated in a day-long mediation with mediator and Jeffrey Krivis. In preparation for the mediation, Plaintiff's counsel requested and Defendant's counsel provided sample time and payroll data for the purported class, personnel and employment documents. With Mr. Krivis's assistance, the Parties agreed to enter into a class action settlement to resolve all claims that were alleged or could be alleged in the FAC, subject to the approval by the Court.

D. Class Counsel are Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP ("Class Counsel"). Class Counsel has performed a thorough and comprehensive investigation of the facts relating to this Action. Among other things, Class Counsel has carefully reviewed and analyzed records received from Defendant, including but not limited to Defendant's policies and practices, payroll records and time-keeping records. Class Counsel is of the opinion that the settlement documented by this Agreement is fair, reasonable, adequate and equitable, and in the best interest of Plaintiff and the purported class in light of all known facts and circumstances, including the risk of significant delay, and defenses asserted to the merits.

E. As part of the Settlement embodied in this Agreement, the Parties stipulate to Plaintiff seeking and being granted leave to file the contemplated First Amended Complaint for Damages and Restitution ("First Amended Complaint" or "Operative Complaint"), in substantially the form attached hereto as "Exhibit A," to assert, in addition to the claims asserted in the Complaint, a cause of action for violation of PAGA (Labor Code section 2698 *et seq.*) on behalf of Plaintiff and aggrieved employees, and to flesh-out facts and allegations that were investigated, litigated, mediated, and settled. The cause of action for violation of PAGA shall be consistent with the allegations in the LWDA Notice. The Parties will execute and submit a stipulation regarding the filing of the First Amended Complaint with the Court and/or leave to file the First Amended

1 Complaint will be sought by way of the motion for preliminary approval, whichever facilitates
2 obtaining preliminary approval of the Settlement the soonest. All material allegations in the First
3 Amended Complaint shall be deemed denied by Defendant without the necessity of Defendant
4 filing an Answer to the First Amended Complaint or any other pleading in the Action.

5 F. Although Defendant continues to deny liability in these actions, the Parties agree that
6 the settlement is fair, reasonable, adequate, and equitable to Plaintiff, Class Members, and
7 Defendant, and is the product of good faith and informed arms-length negotiations between the
8 Parties consistent with public policy, and fully complies with applicable provisions of law. The
9 term "Resolution" as used herein means this Agreement to resolve the Litigation.

10 G. The Parties intend this settlement to be contingent upon the Court's preliminary and
11 final approval of each and every term of this Agreement. If the Court does not so approve this
12 Agreement, then (1) this Agreement shall be null and void and unenforceable, (2) this Agreement
13 may not be used or construed as evidence by or against any Party as a determination, admission, or
14 concession of any issue of law or fact in this Action, or in any other case or proceeding for any
15 purpose, and (3) the Parties do not waive, and instead expressly reserve, their respective rights to
16 prosecute and defend this Action as if this Agreement never existed. However, the Parties agree
17 that, should this Agreement not be approved by the Court, the Parties will work together to revise
18 the Agreement in a manner that reflects the interests of the Parties and be entered as Judgment by
19 the Court.

20 **II. Terms and Conditions**

21 NOW, THEREFORE, in consideration of the recitals listed above, and the promises and
22 warranties set forth below, the Parties agree, subject to the Court's approval as follows:

23 **A. Preliminary Approval Of This Settlement**

- 24 1. Plaintiff shall submit a copy of this Agreement to the Court and shall move the
25 Court to enter an Order as to all of the following:
 - 26 a. For purposes of this Agreement only, Plaintiff and Defendant
27 stipulate to the certification of the following class: All current and
28 former hourly-paid or non-exempt individuals employed by
Defendant within the State of California at any time during the
period from September 8, 2017 to August 31, 2022 ("Class
Members"). The Parties agree for purposes of this Settlement the
Private Attorneys General Act ("PAGA") settlement period is
September 8, 2020 through August 31, 2022. The "PAGA
Settlement Group" consists of all current and former hourly-paid or
non-exempt individuals employed by Defendant within the State of
California at any time during the period from September 8, 2020
through August 31, 2022.
 - b. Provisionally approve all terms of this Agreement, and find that the
terms of this Agreement are sufficient to warrant the sending of
notice to the Class Members;
 - c. Approve the Notice Of Proposed Settlement And Fairness Hearing,
Exclusion Form, and Workweek Dispute Form (collectively the
"Notice of Settlement") attached to this Agreement as Exhibit "B";
 - d. Authorize the mailing of the Notice of Settlement to the Class
Members;

- e. Appoint and approve Joseph Lavi and Vincent Granberry of Lavi & Ebrahimi, LLP as Class Counsel;
- f. Appoint and approve CPT Group (hereafter, the "Settlement Administrator") to administer the notice and settlement payment procedures required by this Agreement; and
- g. Schedule a hearing, to occur within a reasonable period of time after the opt-out deadline has expired, requesting that the Court fully and finally approve the reasonableness of this Agreement, and enter a judgment permanently enjoining each of the Class Members from pursuing, or seeking to reopen, claims that are in any way related to those asserted in this action (the "Final Settlement Approval Hearing").

2. Defendant shall not oppose Class Counsel's motion for preliminary or final approval of the settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendant with a reasonable opportunity to review, and provide comments to, any filings, including but not limited to the motions for preliminary and final approval of the settlement, before the motions and supporting papers are filed with the Court.
3. The settlement documented by this Agreement is contingent upon entry of an Order by the Court that contains each of the terms specified in Section A(1) above. This Agreement shall immediately become null and void in the event the Court for any reason does not enter such an Order. Settlement is not contingent, however, on Court approval of either the Class Representative Enhancement amount or the allocation of the gross settlement amount described below as between class member payments, administrative costs, attorney's fees, penalties or other amounts identified in paragraph B below.
4. Defendant agrees to provide Plaintiff with copies of its 2017, 2018, 2019, and 2020 filed tax returns and profit/loss statements. Defendant further agrees to provide Plaintiff with documents concerning money owed to the IRS at any time from 2017 to the present. Defendant also agrees to provide a declaration from someone with personal knowledge providing foundation for the financial documents provided to Class Counsel, attesting to Defendant's financial condition, and affirming Defendant's inability to fund a settlement any greater than the Settlement Amount.

B. Settlement Amount

1. Defendant shall pay \$200,000.00 (hereinafter, the "Settlement Amount"), which consists of the following: (i) Class Counsel's fees in an amount not to exceed \$66,000.00, which is approximately 33% of the Settlement Amount, (ii) Settlement Administrator's costs of administration in the amount of approximately \$10,000.00 ("Administration Costs"), (iii) Plaintiff's incentive award not to exceed \$10,000.00 ("Enhancement Award"), (iv) Class Counsel's costs not to exceed \$20,000.00, and (v) \$20,000.00 as the penalties portion of the Settlement Amount as the PAGA Settlement Amount, 75% of which, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency ("LWDA"), the remaining 25% of the PAGA Settlement Amount, or \$5,000.00, will be paid to the members of the PAGA Settlement Group. The Settlement Amount, less the foregoing five items, shall be referred to herein as the "Net Settlement Amount" or "NSA" (approximately \$74,000.00. Defendant will not object to a request for Class Counsel's fees and class representative payments and other amounts set forth above. In addition,

Defendant shall pay the employer's portion of payroll taxes on settlement payments attributed as wages in addition to the Settlement Amount. Defendant shall pay the Settlement Amount as follows:

- a. The first payment in the amount of \$100,000.00 shall be made within three months after the Court grants final approval of the Settlement or if an appeal is filed, within 15 days after the final resolution of the appeal.
- b. The second payment in the amount of \$100,000.00, plus an amount sufficient to fund the employer's share of payroll taxes, shall be made within one year of the first installment payment.

In no event shall Defendant pay more than \$200,000.00, plus Defendant's employer-side taxes on the wage portion of the NSA. However, if there is a 10% increase in the number of workweeks above 22,925 during the period from September 8, 2017 to August 31, 2022 ("Class Period"), it will trigger an escalator provision where the Settlement Amount shall increase by 1% for every 1% increase in workweeks over the 10% threshold. The 10% threshold is 2,293 work weeks. Thus, only if the total number of workweeks exceeds 25,218 (22,925 plus 2,293), would Defendant potentially owe any additional consideration.

This is not a "claims-made" settlement, and Defendant will not be entitled to any reversion. The Settlement Fund is non-reversionary.

The Parties agree that for purposes of this settlement, the NSA to be distributed to Class Members shall be attributed as follows: 20% as wages and 80% as penalties and interest. The portions paid as penalties and interest shall be reported via an IRS 1099 form, and portions attributed to wages shall be paid via an IRS form W-2. The Class Members are responsible for their share of the payroll taxes, which shall be deducted from their individual settlement payments. Defendant is responsible for the employer payroll taxes, and these taxes will not be deducted from the NSA. Payments to the PAGA Settlement Group from the PAGA Settlement Amount will be attributed 100% to penalties and reported via an IRS 1099 form.

Nothing in this agreement is intended to be, nor shall be construed as, tax advice.

The Settlement is subject to Court approval, and if approved, Defendant, shall fund the settlement according to the deadlines in this Agreement.

Settlement checks will specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall be voided. The Settlement Administrator will remit the amount of each Class Member's uncashed Settlement Payment to the California State Controller's Office: Unclaimed Property, subject to Court approval. The Parties acknowledge that California Code of Civil Procedure section 384 and the doctrine of *cy pres* are not applicable to this Settlement because the terms of the Settlement Agreement expressly provide for the disposition of the entire Settlement Fund whether claimed or unclaimed.

2. Calculation of Settlement Payments to Class Members and PAGA Class Members

Any Class Member who does not opt-out of the settlement shall receive a sum of money in settlement of all released claims ("Settlement Class Member" or "Settlement Class"). Settlement

1 Class Members will be paid automatically from the Net Settlement Amount after payment of the
2 Enhancement Award, Administration Costs, PAGA Settlement Amount, and payment of Class
3 Counsel's Fees and Costs. The NSA is approximately \$74,000.00, which is arrived at as follows:
4 \$200,000.00 (Settlement Amount) minus \$10,000.00 (Enhancement Award) minus \$20,000.00
5 (PAGA Settlement Amount) minus \$10,000.00 (Administration Costs) minus \$66,000.00 (Class
6 Counsel's attorney's fees) minus an amount not to exceed \$20,000.00 (Class Counsel's litigation
7 costs) = \$74,000.00. If the Court approves an amount that is less than requested as set forth in this
8 Agreement for the Enhancement Award, Administration Costs, or Class Counsel Fees and Costs,
9 then any difference shall be included in the NSA.

10 Members of the Settlement Class, (i.e., those not opting out) will receive a lump sum
11 payment as good and valuable consideration for the waiver and release of claims, in an amount
12 determined by the Settlement Administrator in accordance with the provisions of this Agreement.

13 The lump sum payment to each member of the Settlement Class will be determined by
14 dividing the NSA by the total number of Qualified Workweeks ("Qualified Workweek" means a
15 calendar week during the Class Period in which the Class Member actually worked at least one
16 day (as opposed to being on a leave or not on an assignment)) worked by all members of the
17 Settlement Class during the Class Period (the "Weekly Amount") and then multiplying the
18 Weekly Amount by the number of Qualified Workweeks by the individual Class Member as
19 determined by the Settlement Administrator, less any applicable withholding taxes based on the
20 Parties' stipulated allocation of the NSA.

21 The lump sum payment to each member of the PAGA Settlement Group as defined above
22 will be determined by dividing the individual portion of the PAGA Settlement payment by the
23 total number of Qualified Workweeks worked by all members of the PAGA Settlement Group
24 during the PAGA Period (the "PAGA Weekly Amount") and then multiplying the PAGA Weekly
25 Amount by the number of PAGA Qualified Workweeks by the individual PAGA Settlement
26 Group member as determined by the Settlement Administrator, less any applicable withholding
27 taxes based on the Parties' stipulated allocation of the NSA. The "PAGA Period" is the period
28 from September 8, 2020 to August 31, 2022.

17 i. Class Representative Enhancement

18 Defendant shall not oppose an application by Class Representative, and Class
19 Representative shall not seek or receive an amount in excess of \$10,000.00 for her participation in
20 and assistance with the Litigation. Any enhancement awarded to Class Representative by the
21 Court shall be deducted from the Settlement Amount for the purpose of determining the NSA, and
22 shall be reported on IRS Form 1099. If the Court approves an enhancement of less than
23 \$10,000.00 to Class Representative, then the unapproved portion or portions shall revert into the
24 NSA to be distributed between the Settlement Class Members on a pro-rata basis.

22 ii. Charges of the Settlement Administrator

23 Class Representative and Defendant, through their respective counsel, have selected CPT
24 Group as the Settlement Administrator to administer the Resolution, which includes but is not
25 limited to distributing and responding to inquiries about the Notice Of Proposed Settlement And
26 Fairness Hearing, Exclusion Form, and Workweek Dispute Form, determining the validity of any
27 disputes and opt-outs and calculating all amounts to be paid from the Net Settlement Fund.
28 Charges and expenses of the Settlement Administrator, estimated to be \$10,000.00, will be paid
from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater
than the allocated \$10,000.00 will come from the Settlement Amount. If the actual Settlement
Administrator fees are less than the Parties' estimation, the difference between the actual and
estimated Settlement Administrator fees will revert to the participating Settlement Class Members.

It is anticipated that the Settlement Administrator, through a settlement trust or otherwise, shall issue the appropriate 1099 and W-2 statements to Settlement Class Members and advise Defendant of the amount to be paid in satisfaction of employer payroll tax payment obligations and coordinate and facilitate that payroll tax payment.

iii. Taxes

The Parties agree that all employment taxes and other legally required withholdings, including but not limited to employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance, will be withheld from payments to the members of the Settlement Class and Class Representative based on the Parties' stipulated allocation of the Net Settlement Amount as provided for in this Section. Defendant shall pay the employer's share of payroll taxes separate and apart from the Settlement Amount.

The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

- (1) 20% as wages; and
- (2) 80% as penalties and interest

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

Finally, any and all Employer Taxes that Defendant normally would be responsible for paying on wages will be paid over and above the Settlement Amount based on the stipulated Net Settlement Amount.

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Resolution shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of their benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Resolution are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Resolution.

The Enhancement Award is for services to the Class and will not be treated as wages subject to withholding of payroll taxes. The Class Representative agrees that she shall be solely responsible for paying any and all taxes due on the Enhancement Award. Plaintiff acknowledges

that Defendant is not undertaking to advise her or any Class Member with respect to any tax consequences of this Agreement.

b. Notice of Settlement

1. Within 14 calendar days of the entry of an Order granting preliminary approval of the terms of this Agreement, Defendant shall provide to the Settlement Administrator a database of the names, last known home addresses, Social Security numbers (Settlement Administrator only), and number of workweeks as defined by payroll records of all Class Members ("Class List"). The database will be used exclusively for purposes of facilitating the settlement. In the event that the Court does not provide preliminary or final approval of the settlement terms, the Settlement Administrator will destroy the originals and all copies of the database, and the database will not be used, directly or indirectly, in any further litigation of the Action. Defendant further agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator.
2. The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Notice, Exclusion Form, and Workweek Dispute Form to the members of the Class via first-class regular U.S. Mail using the most current mailing address information available within seven (7) calendar days of the receipt of the Class List from Defendant. The Notice shall provide the members of the Class forty-five (45) days' notice of all applicable dates and deadlines ("Response Deadline").
3. The Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily approved the Settlement; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval hearing; information regarding the opt-out procedure; and Defendant's calculation of the number of Qualified Workweeks that each Class Member has worked as an employee in California at any time during the Class Period. The Notice shall enclose the Exclusion Form and Workweek Dispute Form for Class Members.
4. For each Class Member, the Workweek Dispute Form will identify the number of Qualified Workweeks that she/he was employed and inform the employee of his or her right to dispute this number by completing and returning the form within forty-five (45) days of the postmark date of the Notice (i.e., the Response Deadline). A Class Member's receipt of settlement proceeds is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a Workweek Dispute Form, the number of workweeks identified in the Workweek Dispute Form shall be determined to be accurate. The Settlement Administrator shall decide any work week disputes.
5. If a Notice is returned from the initial notice mailing, the Settlement Administrator will submit the applicable and available information, including name, Social Security number, and original mailing address, to a company that specializes in address skip tracing in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Class members receiving a re-mailed notice shall have an additional 15 days to object or opt out ("Extended Response Deadline").

Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the Response Deadline, shall be sent to the forwarding address affixed thereto. Efforts to locate updated addresses for returned notices will continue throughout the 45-day notice period.

6. Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies.
7. No later than twenty (20) court days prior to the Final Approval Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies which the Settlement Administrator received.

c. Request for Exclusion

In order for any Class Member to validly exclude himself or herself from the Class and this Resolution (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed by the Class Member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than the Response Deadline, or if applicable the Extended Response Deadline. Class Members may also submit a completed and signed Exclusion Form. The Notice of Proposed Class Action Resolution shall contain instructions on how to opt out as well as an Exclusion Form.

The date of the initial mailing of the Notice of Proposed Class Action Resolution, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class member who timely and validly submits a Request to be Excluded from the Class and this Resolution or an Exclusion Form will not be entitled to any individual settlement payment, will not be bound by the terms and conditions of this Resolution, and will not have any right to object, appeal, or comment thereon.

Any member of the Class who does not timely submit and mail a Request to be Excluded from the Class or Exclusion Form will be deemed included in the Settlement Class in accordance with this Settlement. Class Representative waives any right to be excluded from the Class.

The Parties and their respective counsel agree that none of them will take any steps to encourage any Class Member to remain in or opt out of the Class.

Should five percent (5%) or more of eligible Class Members opt-out of the Settlement, Defendant has the right to rescind the settlement at its sole discretion and within 10 days of determining that at least 5% of eligible Class Members opted-out of the Settlement.

d. Objections to Settlement

A Settlement Class Member may object to this Resolution, or any term of it, provided that the person making the objection must not submit a request for exclusion (i.e., must not opt out) and may, by no later than the Response Deadline, mail to the Settlement Administrator a written statement of the grounds of objection, signed by the objecting Settlement Class Member or his or her attorney, along with all supporting papers if any. The Settlement Class Member may appear through a timely submitted written objection, personally, or through an attorney, at his or her own

expense, at the Final Approval hearing to present his or her objection directly to the Court. Class Members may also appear personally (or through an attorney at their own expense) at the Final Approval Hearing and orally present their objections to the Court regardless of whether a written objection was submitted. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection regardless of whether a written objection was submitted. If a Settlement Class Member objects to this Resolution, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Resolution and Final Approval in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Notice of Proposed Class Action Resolution to the objecting Settlement Class member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class Member objections. Any Settlement Class Member who submits an objection may also participate in the settlement. Provided that the Settlement Administrator mailed the Notice to a member of the Settlement Class, this deadline to file an objection shall apply notwithstanding assertion by any member of the Settlement Class of non-receipt of the Notice.

Class Counsel and Defendant will be permitted to respond in writing to such objections no later than seven (7) days before the Final Approval hearing. Class Representative waives any right to object to the Resolution, and hereby endorses the Resolution as fair, reasonable and adequate and in the best interests of the Settlement Class.

The Parties and their respective counsel agree that none of them will take any steps to encourage any Class Member to object or not object to this Agreement or any term of it. Class Members who fail to object to the Settlement in the manner specified herein shall be deemed to have waived any objections, unless otherwise ordered by the Court.

e. Duties of the Settlement Administrator After the Opt-out Deadline

- i. No later than 30 days before the Final Settlement Approval Hearing, the Settlement Administrator shall verify in writing to counsel for the respective Parties: (1) the number of Class Members to whom the Notice of Settlement was mailed, (2) the number that were undeliverable, (3) the number of Class Members who requested exclusion (i.e., opted-out), and (4) the estimated total gross amount to be distributed to the Class Members in the aggregate.
- ii. No later than 15 days after receiving the second payment from Defendant, the Settlement Administrator shall issue the individual settlement payment checks and distribute them to Settlement Class Members, issue the payment to Class Counsel for attorneys' fees and costs, issue the Class Representative Enhancement to Plaintiff, issue the PAGA payment to the LWDA, issue settlement checks to the PAGA Settlement Group, and issue the employer payroll taxes to the appropriate taxing authorities.
- iii. No later than 180 days following issuance of the settlement checks to Class members, the Settlement Administrator will provide notice to all counsel of the amount of checks issued that remain unpaid and will be remitted pursuant to CCP 384, to the California State Controller's Office: Unclaimed Property, subject to Court approval.

f. Final Settlement Approval Hearing

- i. This Agreement will not become effective, and Defendant shall have no obligation to make any payments contemplated by this Agreement, unless and until the Court

conducts a Final Settlement Approval Hearing and enters Judgment, as described below, approving without material modification all of the terms of this Agreement.

ii. Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Settlement Approval Hearing so that the Court will have a sufficient basis upon which to evaluate and approve the settlement. Class Counsel shall provide Defendant with a reasonable opportunity to review, and provide comments to, the motion for final approval of the settlement before the motions and supporting papers are filed with the Court:

1. A final report by the Settlement Administrator providing the information listed in Section F.1 of this Agreement;
2. A duly noticed motion, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the settlement documented by this Agreement is fair, adequate and reasonable;
3. A Proposed Order and Judgment for the Court's signature (i) approving each and every term of the settlement documented by this Agreement (as modified by the Court as to items remaining within its discretion relating to allocation of the Settlement Fund) as being fair, adequate and reasonable; (ii) releasing and waiving all of the Settlement Class Members from pursuing the Released Class Claims and the PAGA Settlement Group from the Released PAGA Claims against the Released Parties; and (iii) entering judgment of the entire Action. Any judgment entered by the Court will be posted on the Settlement Administrator's website for no less than one year following entry of judgment.

iii. Within the Motion for Final Approval, Class Counsel shall seek approval an award of attorneys' fees in an amount that shall not exceed \$66,000.00, which is equivalent to 33% of the gross total of the Settlement Fund, plus costs not to exceed \$20,000.00. Defendant shall not oppose Class Counsel's request for attorneys' fees if the request does not exceed \$66,000.00, plus costs not to exceed \$20,000.00. Defendant shall not oppose Class Counsel's request for a Class Representative Enhancement in an amount not to exceed \$10,000.00. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then the unapproved portion or portions shall revert to the participating settlement class members on a pro-rata basis.

g. Delivery of Settlement Funds to Settlement Administrator

i. Within three months after entry by the Court of the Final Order and Notice of Entry of Judgment, the Settlement Administrator shall calculate the employer's share of payroll taxes, including FICA and FUTA, on the wage portion of the settlement payments to the Class. Defendant shall then forward to the Settlement Administrator the Settlement Amount according to the payment plan described in II.B.1, which shall not exceed \$200,000.00, according to the deadlines stated in this Agreement, to pay the following as approved by the Court:

1. The payments to all Class Members, as calculated by the Settlement Administrator;

2. The Enhancement Award;
3. The Administration Costs;
4. Attorneys' fees and costs in the amount awarded by the Court to Class Counsel; and
5. The PAGA Settlement Amount.

h. Releases

i. Release as to All Settlement Class Members.

Upon the Date of Final Approval and full funding of the Settlement Amount, Class Representative and all Class Members, except those who make a valid and timely request to be excluded from the Class, will release any and all claims and causes of action against Defendant and their franchisors, owners, officers, shareholders, partners, members, customers, agents and employees, and all related or affiliated entities ("Released Parties"), arising out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action, based upon the facts alleged, including but not limited to California Labor Code §§201-04, 226, 226.7, 510, 512, 1194, 1197, and 2802, and relevant sections of the applicable Wage Orders, and for failure to pay wages for all hours worked at minimum wage, failure to pay overtime wages for daily overtime worked, failure to authorize or permit meal periods, failure to authorize or permit rest periods, failure to indemnify employees for employment-based losses/expenses, failure to timely pay earned wages, failure to provide complete and accurate wage statements, failure to timely pay all earned wages and final paychecks due at the time of separation, unfair business practices in violation of Business and Professions Code section 17200, *et seq.*, claims for civil penalties pursuant to the California Labor Code, and any comparable claims that were or could have been asserted based on the facts alleged in the Operative Complaint and asserted in the Action arising during the Class Period ("Released Class Claims").

2. Release by PAGA Settlement Group

Upon the Date of Final Approval and full funding of the Settlement Amount, Plaintiff, the State of California, the LWDA, and the PAGA Settlement Group will release any and all claims against the Released Parties for civil penalties pursuant to PAGA under California Labor Code section 2698, *et seq.* based on the violations of the Labor Code alleged and asserted in Plaintiff's September 8, 2021 LWDA Notice and as asserted in the Operative Complaint arising during the PAGA Period ("Released PAGA Claims").

3. General Release by Class Representative Only.

In addition to the Release as to all Settlement Class Members, Class Representative makes the additional following general release of all claims, known or unknown. Class Representative releases Defendant, Defendant's successors in interest, owners, officers, directors, shareholders, employees, attorneys, agents, families, and assigns, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal

1 statute, rule or regulation arising out of, relating to, or in connection with any act or omission by
2 or on the part of any releasee referenced above. Should approval by a court of law or by an
3 administrative agency such as the Department of Labor ever be required to enforce this General
4 Release, Plaintiff agrees that she will join in, consent to, and not challenge any such approval.
5 Additionally, Plaintiff represents, warrants, and affirms that she has no claims or rights to assert a
6 claim for workers' compensation benefits at this time, and Plaintiff represents, warrants and
7 affirms that no factual basis exists for a claim for increased compensation under California Labor
8 Code Section 132a based upon all facts and circumstances surrounding her employment or the
9 resignation thereof with Defendant. The release set forth in this paragraph shall be referred to
10 hereinafter as the "General Release."

11 This General Release does not govern claims that cannot be released by private agreement
12 or that cannot lawfully be waived. In addition, this General Release does not limit any Party's
13 right, where applicable, to file, cooperate with or participate in an investigative proceeding of any
14 governmental entity, or to file charges that do not seek personal relief for released claims with any
15 governmental entity.

16 Plaintiff acknowledges and agrees that this General Release is a negotiated settlement
17 agreement to resolve all disputes between her and Defendant and the releasees. Plaintiff further
18 acknowledges and agrees that this General Release is voluntary, deliberate, and informed,
19 provides consideration of value to her, and that she is given notice and an opportunity to retain an
20 attorney or is represented by an attorney. Specifically, Defendant hereby notifies Plaintiff that she
21 has the right to consult with an attorney. Defendant will provide five business days for Plaintiff to
22 consult with an attorney, although Plaintiff may sign this General Release sooner if she so
23 chooses.

24 With respect to the General Release, Class Representative stipulates and agrees that, upon
25 the Date of Final Approval and Defendant's full funding of the Settlement Amount, Class
26 Representative shall be deemed to have expressly waived and relinquished, to the fullest extent
27 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
28 or any other similar provision under federal or state law, which provides:

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

Accordingly, if the facts relating in any manner to this Resolution are found hereafter to be
other than or different from the facts now believed to be true, the release of claims contained
herein shall be effective as to all unknown claims.

ADEA/OWBPA Release

Plaintiff understands and agrees this Agreement constitutes a knowing and voluntary
waiver and release of Plaintiff's rights and claims under the Age Discrimination in Employment
Act ("ADEA") and pursuant to the Older Workers Benefit Protection Act ("OWBPA"). Plaintiff
acknowledges that the consideration for this waiver is in addition to any other payment to which
Plaintiff may have a right to receive. Plaintiff further understands and agrees this waiver does not
include any rights or claims that may arise after the Parties execute this Agreement.

Plaintiff acknowledges this Agreement is written in a manner designed to be clearly
understood by Plaintiff, and that Plaintiff has read it carefully and understands its terms. Plaintiff

acknowledges that Plaintiff has been advised and is aware of Plaintiff's right to consult with an attorney of Plaintiff's choice before signing this Agreement. Plaintiff further acknowledges that Plaintiff is aware that Plaintiff has twenty-one (21) days during which to consider the provisions of this ADEA/OWBPA release, although Plaintiff may sign and return it sooner.

Plaintiff acknowledges that Plaintiff has the right to revoke only his ADEA/OWBPA release for a period of seven (7) days after signing it. Plaintiff's release of his ADEA/OWBPA shall not become effective or enforceable until the eighth day following Plaintiff's execution of this Agreement.

Plaintiff expressly acknowledges and agrees, however, that Plaintiff has no right to revoke any other portion of this Agreement pertaining to any and all claims which do not arise under ADEA or OWBPA.

Defendant and Plaintiff allocate \$500.00 of Plaintiff's enhancement award as consideration for the release of any ADEA or OWBPA claim. Accordingly, if Plaintiff revokes her release of any ADEA or OWBPA claim, Plaintiff will owe and shall repay Defendant \$500.00 within seven days of revoking Plaintiff's release of any ADEA or OWBPA claim. Plaintiff, however, shall be bound by all the promises Plaintiff has made herein except for a release of any ADEA or OWBPA claim.

To revoke his ADEA or OWBPA claim, Plaintiff must provide a written notice of revocation to Robert E. King, Esq., Legally Nanny®, 37 Trailwood, Irvine, CA 92620-1216 and Joel Van Parys, Esq., CDF Labor Law, 900 University Ave., Suite 200, Sacramento, CA 95825 within seven days of signing this Agreement.

i. Miscellaneous Provisions

i. Stay of Litigation

Class Representative and Defendant agree to the stay of all discovery in the Litigation, pending Final Approval of the Resolution by the Court.

ii. Interpretation of the Agreement

This Agreement constitutes the entire agreement between Class Representative and Defendant. This Agreement incorporates the Parties' post-mediation Memorandum of Understanding that was signed by all Parties as of June 23, 2022 to the extent it is consistent with the terms herein. If any terms of this Agreement are inconsistent with the Parties' Memorandum of Understanding, then this Agreement is controlling. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Orange, and Class Representative and Defendant hereby consent to the personal jurisdiction of the Judge over them solely in connection therewith. Class Representative, on her own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Class

1 Representative nor Defendant may claim that any ambiguity in this Agreement should be
2 construed against the other.

3 The terms and conditions of this Agreement constitute the exclusive and final
4 understanding and expression of all agreements between Class Representative and Defendant with
5 respect to the Resolution of the Litigation. The Agreement may be modified only by a writing
6 signed by the original signatories expressly stating an intent to modify the Agreement and
7 approved by the Court.

8 iii. Further Cooperation

9 Class Representative and Defendant and their respective attorneys shall proceed diligently
10 to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
11 things reasonably necessary or convenient to consummate the Agreement as expeditiously as
12 possible.

13 iv. Confidentiality of Documents

14 After the expiration of any appeals period, Class Representative, the Settlement
15 Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition
16 transcripts, declarations and other information obtained in the lawsuit, unless necessary for appeal
17 or such documents are ordered to be disclosed by the Judge or by a subpoena.

18 v. Counterparts

19 The Agreement may be executed in one or more actual or non-original counterparts, all of
20 which will be considered one and the same instrument and all of which will be considered
21 duplicate originals.

22 vi. Authority

23 Each individual signing below warrants that he or she has the authority to execute this
24 Agreement on behalf of the party for whom or which that individual signs.

25 vii. No Third-Party Beneficiaries

26 Class Representative, members of the Settlement Class, and Defendant are direct
27 beneficiaries of this Agreement, but there are no third party beneficiaries.

28 viii. Force Majeure

The failure of any party to perform any of its obligations hereunder shall not subject such
party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,
shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,
terrorist acts, acts or failures to act of any third parties, or any other similar or different
circumstances or causes beyond the reasonable control of such party.

///

ix. Deadlines Falling on Weekends or Holidays

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

8. Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

11. No Mass Communication

Class Counsel and the Class Representative will not engage in any mass communications or other publicity regarding this Settlement except as necessary to effectuate notices to the Class Members. Neither Class Counsel nor the Class Representative (nor any of their respective agents) shall issue any press release relating to this Settlement other than statements in the required notices to the Class Members and the required Court filings.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

IT IS SO AGREED:

Rose Chingfor:

DocuSigned by:
Rose Chingfor
6BA6913EB42441B...

Signature

October 13, 2022

Date

Attentive Home Care, Inc.

Richard Davis

Signature

Oct 24 2022

Date

///

///

APPROVED AS TO FORM:

Counsel for Plaintiff, Lavi & Ebrahimian, LLP:

DocuSigned by:
Vincent C. Granberry
78C690D94AF8405...

October 14, 2022

Signature

Date

Counsel for Defendant Attentive Home Care, Inc., Legally Nanny:

Robert E. King
Signature,

10/24/22
Date

Counsel for Defendant Attentive Home Care, Inc., CDF Labor Law LLP:

ju
Signature,

October 24, 2022
Date

Exhibit A

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Melissa A. Huether, Esq. (SBN 316604)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
mhuether@lelawfirm.com

Attorneys for Plaintiff ROSE CHINGOFOR,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROSE CHINGOFOR, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

ATTENTIVE HOME CARE, INC.; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 30-2021-01220181-CU-OE-CXC

CLASS ACTION

**PLAINTIFF ROSE CHINGOFOR'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 5. FAILURE TO INDEMNIFY
EMPLOYEES FOR
EMPLOYMENT-RELATED
LOSSES/EXPENDITURES IN
VIOLATION OF LABOR CODE
SECTION 2802**

6. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
7. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
8. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
9. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
10. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, et seq**

DEMAND FOR JURY TRIAL

COME NOW Plaintiff ROSE CHINGOFOR (“Plaintiff”), who alleges and complains against Defendants ATTENTIVE HOME CARE, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and compliant rest periods or pay rest period premium wages; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide

1 accurate wage statements; statutory waiting time penalties in the form of continuation wages for
2 failure to timely pay employees all wages due upon separation of employment; injunctive relief and
3 other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and
4 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

5 2. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.
6 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself,
7 and other current and former aggrieved employees of Defendants who worked as hourly, non-
8 exempt employees, in California during the relevant time period seeking civil penalties associated
9 with Defendants' violations of the California Labor Code based on Defendant's failure to pay wages
10 for all hours worked at the employees' minimum wage rate for all hours worked; failure to pay at
11 employees' overtime rate for overtime hours worked; failure to provide all legally required and/or
12 legally compliant meal and rest periods and/or pay meal and rest period premium wages; failure to
13 indemnify employees for employment-related expenditures; failure to timely pay earned wages
14 during employment; failure to provide accurate wage statements; failure to timely pay all due and
15 owing wages following separation of employment. Plaintiff seeks on a representative basis,
16 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
17 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
18 the State of California, and others aggrieved.

19 **II. JURISDICTION AND VENUE**

20 3. This Court has jurisdiction over Plaintiff's and putative class members' claims for
21 failure to pay wages for all hours worked at minimum wage and overtime hours worked at the
22 overtime rate of pay due; failure to authorize or permit all legally required and compliant meal
23 periods or pay meal period premium wages; failure to authorize or permit all legally required and
24 compliant rest periods or pay rest period premium wages; indemnification for all necessary
25 expenditures or losses incurred by employees in direct consequence of discharging their duties;
26 statutory penalties for failure to timely pay earned wages during employment; statutory penalties
27 for failure to provide accurate wage statements; statutory waiting time penalties in the form of
28 continuation wages for failure to timely pay employees all wages due upon separation of

1 employment; and claims for injunctive relief and restitution under California Business and
2 Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate throughout
3 California; Defendants employed Plaintiff and putative class members in locations throughout
4 California, including but not limited to Orange County, at 2020 N. BROADWAY SUITE 300
5 SANTA ANA, CA 92706,; more than two-thirds of putative class members are California citizens;
6 the principal violations of California law occurred in California; no other class actions have been
7 filed against Defendants in the last four (4) years alleging wage and hour violations; the conduct of
8 Defendants forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff
9 and putative class members seek significant relief from Defendants.

10 **III. PARTIES**

11 4. Plaintiff brings this action on behalf of herself and other members of the general
12 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
13 is filed are current, former, and/or future employees of Defendants who work as hourly non-exempt
14 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
15 California and was employed by Defendants in the State of California within the four (4) years prior
16 to the filing of this Complaint.

17 5. Plaintiff brings this action as a representative of the Labor and Workforce
18 Development Agency on behalf of herself, the State of California, and other current and former
19 aggrieved, hourly non-exempt employees. The named Plaintiff and the persons on whose behalf this
20 action is filed include current, former and/or future employees of Defendants who worked, work, or
21 will work for Defendants as non-exempt hourly employees in California. At all times mentioned
22 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California
23 and was employed by Defendants in an hourly position at Defendants' location in ORANGE.

24 6. Defendants employed Plaintiff as an hourly non-exempt employee in a home health
25 aide position from in or around 2018, until on or about January 2021.

26 7. Plaintiff is informed and believes and thereon alleges that Defendant employed her
27 and other hourly non-exempt employees throughout the State of California and therefore their
28 conduct forms a significant basis of the claims asserted in this matter.

1 8. Plaintiff is informed and believes and thereon alleges that Defendant ATTENTIVE
2 HOME CARE, INC. is authorized to do business within the State of California and is doing business
3 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
4 were persons acting on behalf of Defendant ATTENTIVE HOME CARE, INC. in the establishment
5 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
6 ATTENTIVE HOME CARE, INC. operates in Orange County and employed Plaintiff and putative
7 class members in ORANGE County, including but not limited to, at 2020 N. BROADWAY SUITE
8 300 SANTA ANA, CA 92706.

9 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100
10 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in his
11 or her capacity as an agent, shareholder, owner, representative, s, supervisor, independent contractor
12 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies.

14 10. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues said
15 defendants by said fictitious names and will amend this Complaint when the true names and
16 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
17 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
18 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

19 11. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
20 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
23 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
24 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
25 Complaint. Plaintiff is further informed and believe and thereon allege that each Defendant acted
26 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
27 each Defendant knew or should have known about, authorized, ratified, adopted, approved,
28 controlled, aided and abetted the conduct of all other defendants. As used in this Complaint,

1 "Defendant" means "Defendants and each of them," and refers to the Defendants named in the
2 particular cause of action in which the word appears and includes Defendants ATTENTIVE HOME
3 CARE, INC. and DOES 1 to 100, inclusive.

4 12. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
5 employee, and/or joint venturer of each of the other defendants and was acting within the course
6 and scope of said conspiracy, agency, employment, and/or joint venture and with the permission
7 and consent of each of the other Defendants.

8 13. Plaintiff makes the allegations in this Complaint without any admission that, as to
9 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
10 reserves all of Plaintiff's rights to plead in the alternative.

11 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

12 14. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
13 ("Wage Order"), codified at California Code of Regulations, title 8, section 11050, Defendants are
14 employers of Plaintiff within the meaning of Wage Order 5 and applicable Labor Code sections.
15 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
16 herein in violation of the Wage Order and the Labor Code.

17 15. **Failure to pay wages for all hours worked at the legal minimum wage:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under the control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 16. Labor Code sections 1194 and 1197 require an employer to compensate employees
24 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the
25 Wage Orders.

26 17. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
27 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
28 similarly situated employees all wages at the applicable minimum wage for all hours worked due to

1 Defendants' policies, practices, and/or procedures including, but not limited to:

2 (a) Limiting Plaintiff's and similarly situated employees' pay to the scheduled
3 hours set by Defendants despite that Plaintiff and similarly situated employees routinely worked
4 beyond the hours Defendants scheduled;

5 (b) Automatically deducting thirty (30) minutes from Plaintiff's and similarly
6 situated employees' daily work hours and attributing that time to a meal period, despite that
7 Defendants routinely failed to provide Plaintiff and similarly situated employees with uninterrupted,
8 duty-free 30-minute meal periods; and/or,

9 (c) Automatically deducting thirty (30) minutes from Plaintiff's and similarly
10 situated employees who worked as home health aides' daily hours worked and attributing that time
11 to a meal period despite Defendants' requirement that Plaintiff and similarly situated employees
12 who worked as home health aides remain on-duty during their meal breaks due to Defendants'
13 requirement that they not leave patients alone coupled with Defendants' failure schedule another
14 home health aide to cover the duties of Plaintiff and similarly situated employees who worked as
15 home health aides during their meal periods and thereby allowing them to take a duty-free meal
16 periods.

17 18. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
18 employees to be subject to Defendants' control without paying wages for that time. This resulted in
19 Plaintiff and similarly situated employees working time for which they were not compensated any
20 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 5.

21 19. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
22 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
23 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
24 which includes all time that an employee is under the control of the employer and all time the
25 employee is suffered or permitted to work. This includes the time an employee spends, either
26 directly or indirectly, performing services which inure to the benefit of the employer.

27 20. Labor Code sections 510 and 1194 and Wage Order 5 require an employer to
28 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a

workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510; Wage Order 5, §3.

21. Defendants failed to pay Plaintiff and similarly situated employees all wages for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Limiting Plaintiff's and similarly situated employees' pay to the scheduled hours set by Defendants despite that Plaintiff and similarly situated employees routinely worked beyond the hours Defendants scheduled;

(b) Automatically deducting thirty (30) minutes from Plaintiff's and similarly situated employees' daily work hours and attributing that time to a meal period, despite that Defendants routinely failed to provide Plaintiff and similarly situated employees with uninterrupted, duty-free 30-minute meal periods; and/or,

(c) Automatically deducting thirty (30) minutes from Plaintiff's and similarly situated employees who worked as home health aides' daily hours worked and attributing that time to a meal period despite Defendants' requirement that Plaintiff and similarly situated employees who worked as home health aides remain on-duty during their meal breaks due to Defendants' requirement that they not leave patients alone coupled with Defendants' failure schedule another home health aide to cover the duties of Plaintiff and similarly situated employees who worked as home health aides during their meal periods and thereby allowing them to take a duty-free meal periods.

22. To the extent Plaintiff and similarly situated employees had already worked 8 hours in the day and on workweeks they had already worked 40 hours in a workweek when this unpaid

1 time occurred, Plaintiff and similarly situated employees should have been paid overtime for this
2 unpaid time. This resulted in hourly non-exempt employees working time which should have been
3 paid at the legal overtime rate but was not paid any wages in violation of Labor Code sections 510,
4 1194, and Wage Order 5.

5 23. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
6 failing to pay Plaintiffs and similarly situated employees at their overtime rate of pay for all overtime
7 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

8 24. **Failure to authorize or permit all legally required and compliant meal periods**
9 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
10 exempt employees, including the named Plaintiff and similarly situated employees.

11 25. California law requires an employer to authorize or permit an uninterrupted meal
12 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
13 and a second meal period no later than the employee's tenth hour of work. Labor Code §512; Wage
14 Order 5, §11. If the employee is not relieved of all duties during a meal period, the meal period shall
15 be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period
16 is only permitted when (1) the nature of the work prevents an employee from being relieved of all
17 duty and (2) the parties have a written agreement agreeing to on-duty meal periods. If the employee
18 is not free to leave the work premises or worksite during the meal period, even if the employee is
19 relieved of all other duty during the meal period, the employee is subject to the employer's control
20 and the meal period is counted as time worked. If an employer fails to provide an employee a meal
21 period in accordance with the law, the employer must pay the employee one (1) hour of pay at the
22 employee's regular rate of pay for each workday that a legally required and compliant meal period
23 was not provided. Labor Code §226.7; Wage Order 5, §11.

24 26. Here, Plaintiff and similarly situated employees worked shifts long enough to entitle
25 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
26 and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and
27 similarly situated employees of no less than thirty (30) minutes for each five-hour period of work
28 as required by law. Such policies, practices, and/or procedures included, but were not limited to:

1 (a) Automatically deducting thirty (30) minutes from Plaintiff's and similarly
2 situated employees' daily work hours and attributing that time to a meal period, despite that
3 Defendants routinely failed to provide Plaintiff and similarly situated employees with uninterrupted,
4 duty-free 30-minute meal periods; and/or,

5 (b) Automatically deducting thirty (30) minutes from Plaintiff's and similarly
6 situated employees who worked as home health aides' daily hours worked and attributing that time
7 to a meal period despite Defendants' requirement that Plaintiff and similarly situated employees
8 who worked as home health aides remain on-duty during their meal breaks due to Defendants'
9 requirement that they not leave patients alone coupled with Defendants' failure schedule another
10 home health aide to cover the duties of Plaintiff and similarly situated employees who worked as
11 home health aides during their meal periods and thereby allowing them to take a duty-free meal
12 periods.

13 27. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
14 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
15 for each workday the employees did not receive all legally required and compliant meal periods.
16 Defendants employed policies and procedures which ensured that employees did not receive any
17 meal period premium wages to compensate them for workdays in which they did not receive all
18 legally required and compliant meal periods.

19 28. The aforementioned policies, practices, and/or procedures of Defendants resulted in
20 Plaintiff and similarly situated employees not being provided with all legally required and compliant
21 meal periods and/or not receiving premium wages to compensate them for such instances, all in
22 violation of California law.

23 29. **Failure to authorize and permit all legally required and compliant rest periods**
24 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,
25 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half
26 (3.5) hours.

27 30. California law requires every employer to authorize and permit an employee a rest
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code

§226.7; Wage Order 5, §12. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the employer did not authorize or permit a legally required rest period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7; Wage Order 5, §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5, §12. Additionally, the rest period requirement "obligates employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

31. In this case, Plaintiff and similarly situated employees regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or procedures included, but were not limited to:

(a) Requiring Plaintiff and similarly situated employees who worked as home health aides remain on-duty during their rest breaks due to Defendants' requirement that they not leave patients alone coupled with Defendants' failure schedule another home health aide to cover the duties of Plaintiff and similarly situated employees who worked as home health aides during their rest periods and thereby allowing them to take a duty-free rest periods.

32. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant rest periods. Defendants employed policies and procedures which ensured that employees did not receive any rest period premium wages to compensate them for workdays in which they did not receive all legally required and compliant rest periods.

1 33. The aforementioned policies, practices, and/or procedures of Defendants resulted in
2 Plaintiff and similarly situated employees not being provided with all legally required and compliant
3 rest periods and/or not receiving premium wages to compensate them for such instances, all in
4 violation of California law.

5 34. **Failure to indemnify employees for losses and expenditures incurred as part of**
6 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
7 her employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
9 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
10 the employer onto the employee. (Labor Code section 2802).

11 35. Defendants employed policies, practices, and/or procedures of impermissibly
12 passing business-related expenses to Plaintiffs and similarly situated employees. These policies,
13 practices, and/or procedures included, but were not limited to:

14 (a) Requiring Plaintiff and similarly situated employees to use their personal
15 vehicles for work-related purposes including travel to and from different job sites and between
16 clients without reimbursing Plaintiff and similarly situated employees for the costs associated with
17 such use.

18 36. The costs incurred by Plaintiffs and similarly situated employees for their mandatory
19 compliance with Defendants’ aforementioned policies, practices, and/or procedures were significant
20 as a result of their employment with Defendants.

21 37. Defendants employed policies and procedures which ensured Plaintiffs and similarly
22 situated employees would not receive indemnification for the aforementioned necessary
23 expenditures incurred as a result of their employment with Defendants.

24 38. Defendants’ aforementioned policies, practices, and/or procedures resulted in
25 Plaintiffs and similarly situated California-based employees not receiving indemnification for
26 employment-related expenditures, in violation of Labor Code section 2802.

27 39. **Failure to timely pay earned wages during employment:** In California, wages
28 must be paid at least twice during each calendar month on days designated in advance by the

1 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
2 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
3 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
4 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
5 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
6 calendar days following the close of the payroll period in which wages were earned. Labor Code
7 §204(d).

8 40. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
9 timely pay Plaintiff's and similarly situated employees' earned wages (including minimum wages,
10 overtime wages, meal period premium wages, and/or rest period premium wages), in violation of
11 Labor Code section 204.

12 41. Defendants' aforementioned policies, practices, and/or procedures resulted in their
13 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable
14 time frames outlined in Labor Code section 204.

15 42. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
16 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
17 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
18 worked by the employee, except for any employee whose compensation is solely based on a salary
19 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
20 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
21 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
22 all deductions made on written orders of the employee may be aggregated and shown as one item,
23 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
24 the name of the employee and his or her social security number, (8) the name and address of the
25 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
26 and the corresponding number of hours worked at each hourly rate by the employee."

27 43. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
28 provide accurate wage and hour statements to her and other similarly situated employees who were

subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

44. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination or within seventy-two (72) hours of resignation. Labor Code §§201, 202.

45. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that she, and on information and belief, other similarly situated employees, were not paid their final wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or rest period premium wages (all described above), were not paid at the time of Plaintiff's and other similarly situated employees' separation of employment, whether voluntarily or involuntarily, as required by Labor Code sections 201, 202, and 203.

V. CLASS DEFINITIONS AND CLASS ALLEGATIONS

46. Plaintiff brings this action on behalf of herself, on behalf of others similarly situated, and on behalf of the general public, and as members of a Class defined as follows:

A. **Minimum Wage Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who were not paid at least minimum wage for all time they were subject to Defendants' control.

B. **Overtime Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who worked more than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom Defendants did not pay overtime wages.

C. **Meal Period Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who worked shifts

1 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
2 periods of not less than thirty (30) minutes.

3 D. **Rest Period Class:** All current and former hourly non-exempt employees
4 employed by Defendants in California who worked as home health aides at any time from four (4)
5 years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a
6 certified class who worked shifts of at least three-and-a-half (3.5) hours who did not receive all
7 required duty-free rest periods of a net ten (10) minutes for every four (4) hours worked or major
8 fraction thereof.

9 E. **Indemnification Class:** All current and former hourly non-exempt
10 employees employed by Defendants in California at any time from four (4) years prior to the filing
11 of the initial Complaint in this action through the date notice is mailed to a certified class who did
12 not receive indemnification to reimburse them for the necessary expenditures incurred in the
13 discharge of their duties.

14 F. **Pay Day Class:** All current and former hourly non-exempt employees
15 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
16 Complaint in this action through the date notice is mailed to a certified class who were not timely
17 paid earned wages during their employment.

18 G. **Wage Statement Class:** All current and former hourly non-exempt
19 employees employed by Defendants in California at any time from one (1) year prior to the filing
20 of the initial Complaint in this action through the date notice is mailed to a certified class who
21 received inaccurate or incomplete wage and hour statements.

22 H. **Waiting Time Class:** All current and former hourly non-exempt employees
23 employed by Defendants in California at any time from three (3) years prior to the filing of the initial
24 Complaint in this action through the date notice is mailed to a certified class who did not receive
25 payment of all unpaid wages upon separation of employment within the statutory time period.

26 I. **California Class:** All aforementioned classes are herein collectively referred
27 to as the “California Class.”

28 47. There is a well-defined community of interest in the litigation and the classes are

ascertainable:

A. **Numerosity:** While the exact number of class members in each class is unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of all members is impractical under the circumstances of this case.

B. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff classes and predominate over any questions that affect only individual members of each class. The common questions of law and fact include, but are not limited to:

i. Whether Defendants violated Labor Code sections 1194 and 1197 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members were subject to Defendants' control;

ii. Whether Defendants violated Labor Code sections 510 and 1194 by not paying the Overtime Class Members at the applicable overtime rate for working in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in a workweek;

iii. Whether Defendants violated Labor Code sections 512 and 226.7, as well as the applicable Wage Order, by employing the Meal Period Class Members without providing all compliant and/or required meal periods and/or paying meal period premium wages;

iv. Whether Defendants violated Labor Code section 226.7 by employing the Rest Period Class Members without providing all compliant and/or required rest periods and/or paying rest period premium wages;

v. Whether Defendants violated Labor Code section 2802 by failing to provide Indemnification Class Members with reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties;

vi. Whether Defendants violated Labor Code section 204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

vii. Whether Defendants failed to provide the Wage Statement Class Members with accurate itemized statements at the time they received their itemized statements;

viii. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

ix. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, *et seq.*;

x. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

xi. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xii. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as compensation. Plaintiff and members of the Indemnification Class sustained damages from Defendants' failure to provide reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties. Plaintiff and members of the Pay Day Class sustained damages arising out of Defendants' failure to timely pay them all wages earned during their employment in compliance with Labor Code section 204. Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with accurate

1 itemized wage statements in compliance with Labor Code section 226. Plaintiff and members of the
2 Waiting Time Class sustained damages arising out of Defendants' failure to provide all unpaid yet
3 earned wages due upon separation of employment within the statutory time limit.

4 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
5 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
6 other class members.

7 E. **Superiority:** A class action is superior to other available means for the fair
8 and efficient adjudication of this controversy. Because individual joinder of all members of each
9 class is impractical, class action treatment will permit a large number of similarly situated persons
10 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
11 unnecessary duplication of effort and expense that numerous individual actions would engender.
12 The expenses and burdens of individual litigation would make it difficult or impossible for
13 individual members of each class to redress the wrongs done to them, while important public
14 interests will be served by addressing the matter as a class action. The cost to and burden on the
15 court system of adjudication of individualized litigation would be substantial, and substantially more
16 than the costs and burdens of a class action. Individualized litigation would also present the potential
17 for inconsistent or contradictory judgments.

18 F. **Public Policy Consideration:** Employers throughout the state violate wage
19 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
20 retaliation. Former employees fear bringing actions because they perceive their former employers
21 can blacklist them in their future endeavors with negative references or by other means. Class
22 actions provide the class members who are not named in the Complaint with a type of anonymity
23 that allows for vindication of their rights.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

26 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

27 **(Against All Defendants and DOE Defendants by Plaintiff and the Minimum Wage Class)**

28 48. Plaintiff incorporates all paragraphs above as though fully set forth herein.

1 49. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were
2 hourly non-exempt employees of Defendants.

3 50. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
4 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
5 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
6 effect during the time the employees earned the wages.

7 51. Defendants' policies, practices, and/or procedures required Plaintiff and the
8 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
9 all of the time in which they were subject to Defendants' control.

10 52. Defendants employed policies, practices, and/or procedures including, but not
11 limited to:

12 (a) Limiting Plaintiff and the Minimum Wage Class' pay to the scheduled hours
13 set by Defendants despite that Plaintiff and similarly situated employees routinely worked beyond
14 the hours Defendants scheduled;

15 (b) Automatically deducting thirty (30) minutes from Plaintiff and the Minimum
16 Wage Class' daily work hours and attributing that time to a meal period, despite that Defendants
17 routinely failed to provide Plaintiff and similarly situated employees with uninterrupted, duty-free
18 30-minute meal periods; and

19 (c) Automatically deducting thirty (30) minutes from Plaintiff and the Minimum
20 Wage Class who worked as home health aides' daily hours worked and attributing that time to a
21 meal period despite Defendants' requirement that Plaintiff and the Minimum Wage Class who
22 worked as home health aides remain on-duty during their meal breaks due to Defendants'
23 requirement that they not leave patients alone coupled with Defendants' failure schedule another
24 home health aide to cover the duties of Plaintiff and the Minimum Wage Class who worked as home
25 health aides during their meal periods and thereby allowing them to take a duty-free meal periods.

26 53. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class
27 have suffered damages in an amount subject to proof, to the extent that they were not paid wages at
28 a minimum wage rate for all hours worked.

54. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510 and 1194

(Against All Defendants and DOE Defendants by Plaintiff and the Overtime Class)

55. Plaintiff incorporates all paragraphs above as though fully set forth herein.

56. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 5.

57. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 5, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

58. Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

59. Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

60. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,

1 and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to
2 Plaintiff and the Overtime Class for their daily overtime hours worked.

3 61. Specifically, Defendants' employed policies, practices, and/or procedures including,
4 but not limited to:

5 (a) Limiting Plaintiff's and similarly situated employees' pay to the scheduled
6 hours set by Defendants despite that Plaintiff and the Overtime Class routinely worked beyond the
7 hours Defendants scheduled;

8 (b) Automatically deducting thirty (30) minutes from Plaintiff and the Overtime
9 Class' daily work hours and attributing that time to a meal period, despite that Defendants routinely
10 failed to provide Plaintiff and the Overtime Class with uninterrupted, duty-free 30-minute meal
11 periods; and/or

12 (c) Automatically deducting thirty (30) minutes from Plaintiff and the Overtime
13 Class who worked as home health aides' daily hours worked and attributing that time to a meal
14 period despite Defendants' requirement that Plaintiff and the Overtime Class who worked as home
15 health aides remain on-duty during their meal breaks due to Defendants' requirement that they not
16 leave patients alone coupled with Defendants' failure schedule another home health aide to cover
17 the duties of Plaintiff and the Overtime Class who worked as home health aides during their meal
18 periods and thereby allowing them to take a duty-free meal periods.

19 62. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime
20 Class being subject to the control of Defendants when they worked more than eight (8) hours in a
21 workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants
22 failed to pay them at their overtime rate of pay for all the overtime hours they worked.

23 63. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have
24 suffered damages in an amount subject to proof, to the extent that they were not paid at their proper
25 overtime rate of pay for all hours worked which constitute overtime.

26 64. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled
27 to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees
28 and costs.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**
3 **CODE SECTIONS 512 AND 226.7**

4 **(Against All Defendants and DOE Defendants by Plaintiff and the Meal Period Class)**

5 65. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 66. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were
7 hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and
8 the Wage Order.

9 67. California law requires an employer to authorize or permit an employee an
10 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
11 all duties and the employer relinquishes control over the employee's activities no later than the end
12 of the employee's fifth hour of work and a second meal period no later than the employee's tenth
13 hour of work. Labor Code sections 226.7, 512; Wage Order 5, §11; *Brinker Rest. Corp. v. Super Ct.*
14 *(Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work
15 site or facility during the meal period, the meal period must be paid. This is true even where the
16 employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw*
17 (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive
18 a required meal or rest period that "the employer shall pay the employee one additional hour of pay
19 at the employee's regular rate of compensation for each work day that the meal or rest period is not
20 provided."

21 68. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle
22 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
23 and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and
24 the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as
25 required by law. Such policies, practices, and/or procedures included, but were not limited to:

26 (a) Automatically deducting thirty (30) minutes from Plaintiff and the Meal
27 Period Class' daily work hours and attributing that time to a meal period, despite that Defendants
28 routinely failed to provide Plaintiff and the Meal Period Class with uninterrupted, duty-free 30-

minute meal periods; and/or

(b) Automatically deducting thirty (30) minutes from Plaintiff and the Meal Period Class who worked as home health aides daily hours worked and attributing that time to a meal period despite Defendants' requirement that Plaintiff and the Meal Period Class who worked as home health aides remain on-duty during their meal breaks due to Defendants' requirement that they not leave patients alone coupled with Defendants' failure schedule another home health aide to cover the duties of Plaintiff and the Meal Period Class who worked as home health aides during their meal periods and thereby allowing them to take a duty-free meal periods.

69. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required and legally compliant meal periods. Defendants lacked a policy and procedure for compensating Plaintiff and the Meal Period Class with premium wages when they did not receive all legally required and legally compliant meal periods.

70. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this Complaint.

71. Because Defendants failed to provide employees with meal periods in compliance with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendants did not provide all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and the Wage Order.

72. Plaintiff, on behalf of herself and the Meal Period Class seeks damages and all other relief allowable, including a meal period premium wage for each workday Defendants failed to provide all legally required and legally compliant meal periods, plus pre-judgment interest.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7

(Against All Defendants and DOE Defendants by Plaintiff and the Rest Period Class)

73. Plaintiff incorporates all paragraphs above as though fully set forth herein.

74. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were employees of Defendants, covered by Labor Code section 226.7 and Wage Order 5.

75. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 5, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.” Wage Order 5, §12; Labor Code §226.7.

76. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included, but were not limited to:

(a) Requiring Plaintiff and the Rest Period Class who worked as home health aides remain on-duty during their rest breaks due to Defendants’ requirement that they not leave patients alone coupled with Defendants’ failure schedule another home health aide to cover the duties of Plaintiff and the Rest Period Class who worked as home health aides during their rest periods and thereby allowing them to take a duty-free rest periods.

1 77. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
2 hour of pay at their regular rate of pay for each workday they did not receive all legally required and
3 legally compliant rest periods. Defendants lacked a policy and procedure for compensating Plaintiff
4 and the Rest Period Class with premium wages when they did not receive all legally required and
5 legally compliant rest periods.

6 78. Defendants' unlawful conduct alleged herein occurred in the course of employment
7 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
8 Complaint.

9 79. Because Defendants failed to provide employees with rest periods in compliance
10 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
11 additional pay at the regular rate of compensation for each workday that Defendants did not provide
12 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the
13 Wage Order.

14 80. Plaintiff, on behalf of herself and the Rest Period Class seeks damages and all other
15 relief allowable, including a rest period premium wage for each workday Defendants failed to
16 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**
19 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
20 **(Against All Defendants and DOE Defendants by Plaintiffs and the Indemnification Class)**

21 81. Plaintiff incorporates all paragraphs above as though fully set forth herein.

22 82. Plaintiff and members of the Indemnification Class have been employed by
23 Defendants in the State of California. Labor Code section 2802(a) states that "[a]n employer shall
24 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
25 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
26 of the employer..." An employer is prohibited from passing the ordinary business expenses and
27 losses of the employer onto the employee. (Labor Code section 2802).

28 83. Defendants violated Labor Code section 2802 by employing policies, practices,

1 and/or procedures of impermissibly passing business-related expenses to Plaintiff and
2 Indemnification Class Members. These policies, practices, and/or procedures included, but were not
3 limited to:

4 (a) Requiring Plaintiff and Indemnification Class Members to use their personal
5 vehicles for work-related purposes including travel to and from different job sites and between
6 clients without reimbursing Plaintiff and Indemnification Class Members for the costs associated
7 with such use.

8 84. The costs incurred by Plaintiff and Indemnification Class Members to use or
9 purchase their own tools and/or resources for their mandatory compliance with Defendants'
10 aforementioned policies, practices, and/or procedures were significant as a result of their
11 employment with Defendants.

12 85. Moreover, Defendants employed policies and procedures which ensured that
13 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
14 expenditures or losses incurred by them in direct consequence of discharging their duties.
15 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
16 Indemnification Class Members not receiving indemnification for employment-related expenditures
17 in compliance with California law.

18 86. Because Defendants failed to indemnify employees for the necessary expenditures
19 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
20 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
21 section 2802.

22 87. As a direct and proximate result of Defendants' violation of Labor Code section 2802,
23 Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary damages
24 entitling them to both injunctive relief and restitution. Plaintiff, on behalf of herself and on behalf
25 of the Indemnification Class, seeks damages and all other relief allowable including indemnification
26 for all employment-related expenses as well as ordinary business expenses incurred by Defendants
27 and passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code section
28 2802.

88. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

**FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN
VIOLATION OF LABOR CODE SECTION 204**

(Against All Defendants and DOE Defendants by Plaintiff and the Pay Day Class)

89. Plaintiff incorporates all paragraphs above as though fully set forth herein.

90. Plaintiff and the Pay Day Class have been employed by Defendants in the State of California. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

91. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to timely pay Plaintiff's and the Pay Day Class' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204.

92. Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames outlined in Labor Code section 204.

93. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages in accordance with Labor Code section 204 was willful. Defendants had the ability to timely pay all wages earned by hourly workers in accordance with Labor Code section 204, but intentionally adopted policies or practices incompatible with the requirements of Labor Code section 204. When Defendants failed to timely pay Plaintiff and the Pay Day Class all earned wages, they knew what

1 they were doing and intended to do what they did.

2 94. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have
3 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
4 earned wages pursuant to Labor Code section 204.

5 95. Pursuant to Labor Code section 210, Plaintiff and the Pay Day Class are entitled to
6 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
7 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
8 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%)
9 percent of the amount unlawfully withheld.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
12 **VIOLATION OF LABOR CODE SECTION 226**

13 **(Against All Defendants DOE Defendants by Plaintiff and the Wage Statement Class)**

14 96. Plaintiff incorporates all paragraphs above as though fully set forth herein.

15 97. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
16 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

17 98. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
18 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
19 itemized wage statement accurately stating the following:

20 (1) gross wages earned, (2) total hours worked by the employee, except for any
21 employee whose compensation is solely based on a salary and who is exempt from
22 payment of overtime under subdivision (a) of Section 515 or any applicable order of
23 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
24 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
25 provided that all deductions made on written orders of the employee may be
26 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
27 period for which the employee is paid, (7) the name of the employee and his or her
28 social security number, except that by January 1, 2008, only the last four digits of his
or her social security number or an employee identification number other than a social
security number may be shown on the itemized statement, (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.

99. As a derivative of Defendants' claims above, Plaintiff alleges that Defendants failed

1 to provide accurate wage and hour statements to her and the Wage Statement Class who were subject
2 to Defendants' control for uncompensated time and who did not receive all their earned wages
3 (including minimum wages, overtime wages, meal period premium wages, and/or rest period
4 premium wages), in violation of Labor Code section 226.

5 100. Defendants provided Plaintiff and the Wage Statement Class with itemized
6 statements which stated inaccurate information including, but not limited to, the number of hours
7 worked, the gross wages earned, and the net wages earned.

8 101. Defendants' failure to provide Plaintiff and the Wage Statement Class with accurate
9 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
10 the Wage Statement Class with accurate wage statements but intentionally provided wage
11 statements they knew were not accurate. Defendants knowingly and intentionally put in place
12 practices which deprived employees of wages and resulted in Defendants knowingly and
13 intentionally providing inaccurate wage statements. These practices included Defendants' failure to
14 include all hours worked and all wages due.

15 102. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class
16 have suffered injury. The absence of accurate information on their wage statements has prevented
17 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
18 computations to determine the amount of wages owed, and will cause difficulty and expense in
19 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
20 inaccurate information about wages and amounts deducted from wages to state and federal
21 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate
22 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class
23 from having to reconstruct time and pay records than if Defendants had complied with their legal
24 obligations.

25 103. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
26 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
27 violation occurred and one hundred dollars per employee per violation for each subsequent pay
28 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

104. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code section 226(a). Injunctive relief is warranted because Defendants continue to provide currently employed Wage Statement Class members with inaccurate wage statements in violation of Labor Code section 226(a) and currently employed Wage Statement Class members have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with Labor Code section 226(a).

105. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement Class are entitled to recover the full amount of penalties due under Section 226(e), reasonable attorneys' fees, and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT

IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

(Against All Defendants and DOE Defendants by Plaintiff and the Waiting Time Class)

106. Plaintiff incorporates all paragraphs above as though fully set forth herein.

107. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were employees of Defendants, covered by Labor Code sections 201 and 202.

108. An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination or within seventy-two (72) hours of resignation. Labor Code §§201, 202. If an employee gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation. *Id.*

109. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time Class, with all wages earned and unpaid prior to separation of employment, in accordance with either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly employees all earned wages timely upon separation of employment.

110. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants' practices include failing to pay at least minimum wage for all time worked, overtime wages for all overtime hours worked, meal period premium wages, and/or rest period premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon separation of employment, they knew what they were doing and intended to do what they did.

111. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time Class are entitled to all wages earned prior to separation of employment that Defendants have yet to pay them.

112. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due until paid, up to a maximum of thirty (30) days.

113. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation.

114. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

115. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS

CODE SECTION 17200, et seq.

(Against All Defendants and DOE Defendants by Plaintiff and the California Class)

116. Plaintiff incorporates all paragraphs above as though fully set forth herein.

117. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and compliant rest periods or pay rest period premium wages; failure to indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties; failure to timely pay wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment.

118. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and compliant meal periods or pay meal period premium wages; authorize or permit all legally required and compliant rest periods or pay rest period premium wages; indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties; timely pay wages; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

119. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the California Class have suffered injury in fact and lost money or property, as described in more detail above.

120. Pursuant to Business and Professions Code section 17203, Plaintiff and the California Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

1 **TENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

3 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

4 **(Against all Defendants and DOE Defendants)**

5 121. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 122. During the period beginning one-year period preceding the sending of the initial
7 notice to the LWDA and to Defendants to the present (“the Civil Penalty Period), Defendants
8 violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 2802.

9 123. Specifically, Defendants have committed the following violations of California
10 Labor Code:

11 124. **Failure to pay wages for all hours worked at the legal minimum wage:**
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
13 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
14 which includes all time that an employee is under control of the employer and all time the employee
15 is suffered and permitted to work. This includes the time an employee spends, either directly or
16 indirectly, performing services which inure to the benefit of the employer.

17 125. Labor Code sections 1194 and 1197 require an employer to compensate employees
18 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
19 Wage Orders.

20 126. In this case, Plaintiff and other current and former aggrieved California-based hourly
21 non-exempt employees worked more minutes per shift than Defendants credited them with having
22 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
24 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
25 to:

26 (a) Limiting Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees’ pay to the scheduled hours set by Defendants despite that Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees routinely

1 worked beyond the hours Defendants scheduled;

2 (b) Automatically deducting thirty (30) minutes from Plaintiff's and other
3 current and former aggrieved California-based hourly non-exempt employees daily work hours and
4 attributing that time to a meal period, despite that Defendants routinely failed to provide Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees with
6 uninterrupted, duty-free 30-minute meal periods; and/or,

7 (c) Automatically deducting thirty (30) minutes from Plaintiff's and other
8 current and former aggrieved California-based hourly non-exempt employees who worked as home
9 health aides' daily hours worked and attributing that time to a meal period despite Defendants'
10 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees who worked as home health aides remain on-duty during their meal breaks due
12 to Defendants' requirement that they not leave patients alone couple with Defendant's failure to
13 schedule another home health aide to cover the duties of Plaintiff and other current and former
14 aggrieved California-based hourly non-exempt employees who worked as home health aides during
15 their meal periods and thereby allowing them to take a duty-free meal periods.

16 127. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
17 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
18 control without paying wages for that time. This resulted in Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees working time for which they were not
20 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
21 Wage Order.

22 128. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
23 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
24 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
25 which includes all time that an employee is under control of the employer and all time the employee
26 is suffered and permitted to work. This includes the time an employee spends, either directly or
27 indirectly, performing services that inure to the benefit of the employer.'

28 129. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
2 hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
4 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
5 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
6 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
7 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
8 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
9 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
10 employee.

11 Labor Code section 510.

12 130. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
13 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
14 to Defendants' policies, practices, and/or procedures including, but not limited to:

15 (a) Limiting Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees' pay to the scheduled hours set by Defendants despite that Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees routinely
18 worked beyond the hours Defendants scheduled;

19 (b) Automatically deducting thirty (30) minutes from Plaintiff's and other
20 current and former aggrieved California-based hourly non-exempt employees daily work hours and
21 attributing that time to a meal period, despite that Defendants routinely failed to provide Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees with
23 uninterrupted, duty-free 30-minute meal periods; and/or,

24 (c) Automatically deducting thirty (30) minutes from Plaintiff's and other
25 current and former aggrieved California-based hourly non-exempt employees who worked as home
26 health aides' daily hours worked and attributing that time to a meal period despite Defendants'
27 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
28 exempt employees who worked as home health aides remain on-duty during their meal breaks due
to Defendants' requirement that they not leave patients alone couple with Defendant's failure to
schedule another home health aide to cover the duties of Plaintiff and other current and former
aggrieved California-based hourly non-exempt employees who worked as home health aides during

1 their meal periods and thereby allowing them to take a duty-free meal periods.

2 131. The foregoing policies, practices, and/or procedures resulted in time during each
3 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
4 employees were under the control of Defendants but were not compensated. To the extent that the
5 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
7 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
8 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
9 sections 510 and 1194 and the applicable Wage Order.

10 132. **Failure to pay wages to hourly non-exempt employees for workdays that**
11 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
12 current and former aggrieved California-based hourly non-exempt employees regularly worked
13 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

14 133. California law requires an employer to authorize or permit an employee an
15 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
16 all duties and the employer relinquishes control over the employee's activities prior to the
17 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker Rest.*
18 *Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee
19 for a work period of more than ten (10) hours per day without providing the employee with a second
20 such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work.
21 *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be
22 considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is
23 only permitted when: (1) the nature of the work prevents an employee from being relieved of all
24 duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

25 134. If an employer fails to provide an employee a meal period in accordance with the
26 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
27 for each workday that a legally required and compliant meal period was not provided. Labor Code
28 section 226.7; Wage Order 5 at §11.

1 135. In this case, Defendants failed to authorize or permit legally required and compliant
2 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
4 limited to:

5 (a) Automatically deducting thirty (30) minutes from Plaintiff's and other
6 current and former aggrieved California-based hourly non-exempt employees daily work hours and
7 attributing that time to a meal period, despite that Defendants routinely failed to provide Plaintiff
8 and similarly situated employees with uninterrupted, duty-free 30-minute meal periods; and/or,

9 (b) Automatically deducting thirty (30) minutes from Plaintiff's and other
10 current and former aggrieved California-based hourly non-exempt employees who worked as home
11 health aides' daily hours worked and attributing that time to a meal period despite Defendant's
12 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
13 exempt employees who worked as home health aides remain on-duty during their meal breaks due
14 to Defendant's requirement that they not leave patients alone coupled with Defendant's failure to
15 schedule another home health aide to cover the duties of Plaintiff and other current and former
16 aggrieved California-based hourly non-exempt employees who worked as home health aides during
17 their meal periods and thereby allow them to take duty-free meal periods.

18 136. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
19 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
20 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
21 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
22 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

23 137. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
24 other current and former aggrieved California-based hourly non-exempt employees not receiving
25 wages to compensate them for workdays during which Defendants did not provide them with meal
26 periods in compliance with California law.

27 138. **Failure to pay wages to hourly non-exempt employees for workdays that**
28 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other

1 current and former aggrieved California-based hourly non-exempt employees regularly worked
2 shifts of more than three-and-a-half (3.5) hours.

3 139. California law requires every employer to authorize and permit an employee a rest
4 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
5 section 226.7; Wage Order 5 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
6 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
7 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
8 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
9 Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
10 Wage Order 5 at §12. Additionally, the rest period requirement “obligates employers to permit –
11 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
12 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
13 duties and relinquish control over how employees spend their time. *Id.*

14 140. If the employer fails to authorize or permit a required rest period, the employer must
15 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
16 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
17 Order 5 at § 12.

18 141. In this case, Defendants failed to authorize or permit all legally required and
19 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
21 limited to:

22 (a) Requiring Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt employees who worked as home health aides remain on-duty during their rest
24 breaks due to Defendant’s requirement that they not leave patients alone coupled with Defendant’s
25 failure to schedule another home health aide to cover the duties of Plaintiff and other current and
26 former aggrieved California-based hourly non-exempt employees who worked as home health aides
27 during their rest periods and thereby allow them to take a duty-free rest periods.

28 142. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

1 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
3 they did not receive legally required and compliant rest periods in violation of Labor Code section
4 226.7.

5 143. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
6 other current and former aggrieved California-based hourly non-exempt employees not receiving
7 wages to compensate them for workdays in which Defendants did not provide them with rest periods
8 in compliance with California law.

9 144. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
10 **Employment:** California law requires that every employer must indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
12 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
13 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

14 145. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
15 and other current and former aggrieved California-based non-exempt hourly employees' necessary
16 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
17 policy, practice, and procedure including, but not limited to:

18 (a) Requiring Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees to use their personal vehicles for work-related purposes including
20 travel to and from different job sites and between clients without reimbursing Plaintiff and other
21 current and former aggrieved California-based hourly non-exempt employees for the costs
22 associated with such use.

23 146. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
24 aggrieved employees would not receive indemnification for their employment related expenses.
25 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
26 compliance with California law.

27 147. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
28 employment related expenses, including but not limited to costs related to use of their personal cell

1 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

2 148. **Failure to timely pay earned wages during employment:** In California, wages
3 must be paid at least twice during each calendar month on days designated in advance by the
4 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
5 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
6 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
7 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
8 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
9 calendar days following the close of the payroll period in which wages were earned. Labor Code
10 section 204(d).

11 149. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
12 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
13 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
14 and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
15 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
16 other current and former aggrieved California-based hourly non-exempt employees' their earned
17 wages within the applicable time frames outlined in Labor Code section 204.

18 150. **Failure to provide complete and accurate wage statements:** Labor Code section
19 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
20 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
21 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
22 employee whose compensation is solely based on a salary and who is exempt from payment of
23 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
24 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
25 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
26 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
27 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
28 social security number, (8) the name and address of the legal entity that is the employer, and (9) all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.”

3 151. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
4 and other current and former aggrieved California-based hourly non-exempt employees all wages
5 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
6 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
7 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section 226.

8 152. **Failure to pay employees all wages due at time of termination/resignation:** An
9 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
10 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
11 hours of resignation (Labor Code section 202).

12 153. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
13 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
14 their earned wages (including minimum wages, overtime wages, meal period premium wages,
15 and/or rest period premium wages), Defendants failed to pay those employees timely after each
16 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

17 154. Defendants’ violations of Wage Order 5 constituted violations of Labor Code section
18 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

19 155. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
20 on behalf of himself or herself and other current or former employees, to bring a civil action to
21 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
22 section 2699.3.

23 156. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 section 2699.3. On September 8, 2021, Plaintiff filed notice with LWDA and provided notice to
25 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
26 alleged to have been violated, including the facts and theories to support the violations alleged.

27 157. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code

1 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
2 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
3 Plaintiff's claims.

4 158. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510, 512,
6 1194, 1197, and 2802, during the Civil Penalty Period in the following amounts:

7 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, and
8 512; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
9 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
10 violation [penalty amounts established by Labor Code section 2699(f)(2)].

11 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
12 for each employee for each pay period for the initial violation, and for each subsequent violation,
13 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
14 established by Labor Code section 226.3].

15 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
16 employee for each pay period for the initial violation, and for each subsequent violation, one
17 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
18 established by Labor Code section 558] and any unpaid wages.

19 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
21 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
22 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

23 159. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
24 reasonable attorney's fees and costs in connection with her claims for civil penalties.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF**
27 **THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

28 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH,**

EIGHTH, AND NINTH, CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as a class representative for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;

7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and,

8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;

2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the indemnification provisions of the

1 Labor Code as to the Plaintiff and the Indemnification Class;

2 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
3 and/or resources;

4 3. For any and all legally applicable penalties;

5 4. For pre-judgment interest, including but not limited to that recoverable under Labor
6 Code section 2802, and post-judgment interest;

7 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
8 under Labor Code section 2802; and

9 6. For such other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11 **ON THE SIXTH CAUSE OF ACTION:**

12 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the
13 Pay Day Class;

14 2. For damages, according to proof;

15 3. For any and all legally applicable penalties, including but not limited to those
16 recoverable pursuant to Labor Code section 210(a);

17 4. For pre-judgment interest, including but not limited to that recoverable under Labor
18 Code section 218.6, and post-judgment interest; and

19 5. For such other further relief, in law and/or equity, as the Court deems just or
20 appropriate.

21 **ON THE SEVENTH CAUSE OF ACTION:**

22 1. That Defendants be found to have violated the provisions of the Labor Code
23 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

24 2. For damages and/or penalties, according to proof, including damages and/or statutory
25 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages
26 or penalties;

27 3. For pre-judgment interest and post-judgment interest;

28 4. For an injunction against Defendants enjoining them, and any and all persons acting

1 in concert with them, from engaging in violations of Labor Code section 226(a);

2 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
3 under Labor Code section 226, subdivision (e); and,

4 6. For such other further relief, in law and/or equity, as the Court deems just or
5 appropriate.

6 **ON THE EIGHTH CAUSE OF ACTION:**

7 1. That Defendants be found to have violated the provisions of the Labor Code
8 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
9 Waiting Time Class;

10 2. For damages and/or penalties, according to proof, including damages and/or statutory
11 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

12 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
13 judgment interest; and,

14 4. For such other further relief, in law and/or equity, as the Court deems just or
15 appropriate.

16 **ON THE NINTH CAUSE OF ACTION:**

17 1. That Defendants be found to have violated Business and Professions Code sections
18 17200, *et seq.*, for the conduct alleged herein as to the California Class;

19 2. A declaratory judgment that the practices complained herein are unlawful;

20 3. An injunction against Defendants enjoining them, and any and all persons acting in
21 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
22 herein;

23 4. For restitution to the full extent permitted by law; and

24 5. For such other further relief, in law and/or equity, as the Court deems just or
25 appropriate.

26 **ON THE TENTH CAUSE OF ACTION:**

27 1. That the Defendants be found to have violated the provisions of the Labor Code and
28 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under California Labor Code, including but not limited to sections 2699(f).

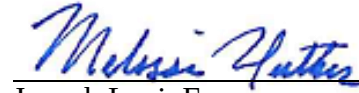
3. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 2699(g); and,

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: December 13, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
Attorneys for Plaintiff
ROSE CHINGOFOR
on behalf of herself and others similarly situated

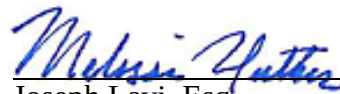
DEMAND FOR JURY TRIAL

Plaintiff ROSE CHINGOFOR demands a trial by jury for herself and the California Class on all claims so triable.

Dated: December 13, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
Attorneys for Plaintiff
ROSE CHINGOFOR
on behalf of herself and others similarly situated

Exhibit B

CHINGOFOR v. ATTENTIVE HOME CARE, INC.
Orange County Superior Court Case Number 30-2021-01220181-CU-OE-CXC
A court authorized this notice. This is not a solicitation. You are not being sued.

NOTICE OF PROPOSED SETTLEMENT AND FAIRNESS HEARING

If you were employed by Attentive Home Care, Inc. (“Defendant”) in the State of California as an hourly-paid or non-exempt employee during the period from September 8, 2017 to August 31, 2022, then you may get money from a class action settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<u>You may:</u>	<u>What will happen:</u>
Do nothing	You will get your settlement payment and give up the right to bring your own lawsuit for the Released Class Claims. See below.
Submit a workweeks dispute	A decision will be made regarding the number of workweeks based on the information in the evidence submitted. You will get your settlement payment and give up the right to bring your own lawsuit for the same claims. See below.
Request to be excluded from the settlement	You will not receive any payment. You will retain the right to file your own lawsuit for the same claims. See below.
Object to the terms of the settlement	The court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See below.

I. What is the purpose of this notice?

The purpose of this notice is to let you know that there is a class action lawsuit pending in the Superior Court of California for the County of Orange, a proposed class settlement has been reached, and you may be a member of the class. This lawsuit was filed by a former employee of Defendant named Rose Chingofor (“Plaintiff”), Case Number 30-2021-01220181-CU-OE-CXC (“the Lawsuit”). The First Amended Class Action Complaint claims that Defendant allegedly failed to pay all wages including minimum wages, overtime wages, failed to provide meal periods, failed to provide rest periods, failed to provide reimbursement for business expenses, failed to provide accurate wage statements, failed to timely pay wages during employment, owes waiting time penalties, had unfair business practices, and owes penalties under the California Labor Code Private Attorneys’ General Act (Cal. Labor Code sections 2698 and 2699 “PAGA”). On [date of preliminary approval], the Honorable Richard Sherman, Judge of the Orange County Superior Court, who is overseeing this class action, ordered that you be sent this Notice. The Court file contains the settlement documents with more information on the Lawsuit. You may access these documents creating an account with the Orange County Superior Court here:

<https://www.occourts.org/online-services/case-access/>, selecting Civil Case Access, and entering Case Number 30-2021-01220181-CU-OE-CXC where prompted.

II. Why does Plaintiff seek settlement approval?

Plaintiff seeks approval of the settlement because she has reached a proposed settlement with Defendant that she believes to be fair, reasonable, and adequate and in the best interests of the members of the class and all parties that resolves the uncertainties in this case. Please note that the Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate and any final determination of those issues will be made at the final hearing, and that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

III. What is Defendant's position on settlement?

Defendant denies that any of its practices at issue in this Lawsuit were or are unlawful and Defendant is not admitting to any allegations in the case. Defendant believes it would prevail at a trial of this case. Defendant views the settlement as a compromise, to which it has agreed in order to avoid the burden and expense of continued litigation.

IV. Why did I get this Notice?

You received this Notice because Defendant's records identify you as a member of the Class. You are a member of the Class and you may get money from the settlement if you worked for Defendant as an hourly-paid or non-exempt employee in the State California during the period from September 8, 2017 to August 31, 2022, (the "Class Period"). Specifically, the "Class Member" is defined as follows:

All current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the period from September 8, 2017 to August 31, 2022.

Class Members who also worked between September 8, 2020 through August 31, 2022 ("PAGA Period") will be deemed a member of the "PAGA Settlement Group" and will receive a share of the PAGA Settlement Amount.

V. Who are the parties in this class action?

This lawsuit was filed against Defendant. Rose Chingofor, a former hourly-paid, non-exempt employee of Defendant, is the Plaintiff who brought the action on behalf of herself and all similarly situated hourly non-exempt employees in the state of California, as described above. The parties are settling the Lawsuit.

VI. Who are the attorneys for the parties?

Counsel for Plaintiff and Class Counsel:

Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
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Telephone: (310) 432-0000
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Counsel for Defendant:

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Dalia Z. Khatib, State Bar No. 323712
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LEGALLY NANNY®
Robert E. King, State Bar No. 198325
info@legallynanny.com
37 Trailwood
Irvine, CA 92620-1216
Telephone: (714) 336-8864

VII. What is the proposed settlement?

Defendant has agreed to pay a settlement amount of up to Two Hundred Thousand Dollars (\$200,000) ("Settlement Amount"). The following will be deducted from the Settlement Amount to yield the "Net Settlement Amount": (i) Class Counsel's fees in an amount not to exceed \$66,000.00, which is approximately 33% of the Settlement Amount, (ii) Settlement Administrator's costs of administration in the amount of approximately \$10,000.00 ("Administration Costs"), (iii) Plaintiff's incentive award not to exceed \$10,000.00 ("Enhancement Award"), (iv) Class Counsel's costs not to exceed \$20,000.00, and (v) \$20,000.00 as the penalties portion of the Settlement Amount as the PAGA Settlement Amount, 75% of which, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency ("LWDA"), the remaining 25% of the PAGA Settlement Amount, or \$5,000.00, will be paid to the members of the PAGA Settlement Group.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement and Release Agreement between Plaintiff and Defendant ("Settlement Agreement"), a copy of was filed on [MPA Filing Date] and attached as Exhibit 1 to the Declaration of [NAME] which is filed with the Clerk of the Court. You may review the terms of the settlement by utilizing the online services section of the Orange County Superior Court website identified above.

Settlement Payment. Defendant has agreed to pay all Class Members who do not submit a written Request to be Excluded or Exclusion Form through the Settlement Administrator in accordance with the terms of the Settlement Agreement and all Aggrieved Employees, after Final Approval of the Settlement.

Defendant will be funding the Settlement Amount in two equal installments. The first installment within three months of the Court granting final approval and the second installment within a year

of the first installment. This means you will not receive your settlement payment until after the second installment is made.

The Net Settlement Amount will be available to pay each Class Member of the Settlement Class who does not request exclusion (“Settlement Class Member”). The lump sum payment to each member of the Settlement Class will be determined by dividing the NSA by the total number of Qualified Workweeks (“Qualified Workweek” means a calendar week during the Class Period in which the Class Member actually worked at least one day (as opposed to being on a leave or not on an assignment)) worked by all members of the Settlement Class during the Class Period (the “Weekly Amount”) and then multiplying the Weekly Amount by the number of Qualified Workweeks by the individual Class Member as determined by the Settlement Administrator. The lump sum payment to each member of the PAGA Settlement Group as defined above will be determined by dividing the individual portion of the PAGA Settlement payment by the total number of Qualified Workweeks worked by all members of the PAGA Settlement Group during the PAGA Period (the “PAGA Weekly Amount”) and then multiplying the PAGA Weekly Amount by the number of PAGA Qualified Workweeks by the individual PAGA Settlement Group member as determined by the Settlement Administrator.

The settlement payments paid to each Settlement Class Member will be allocated as follows: 20% will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; 80% will be attributed to interest and penalties and will be reported on an IRS Form 1099. The parties agree that all Settlement Class Members who receive any payment pursuant to the settlement will be responsible for any and all tax obligations associated with such receipt. All PAGA settlement payments paid to PAGA Settlement Group members will be allocated as one hundred percent (100%) penalties to be reported on a 1099 form. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

VIII. What are my rights with regard to this matter?

A. Option One: You May Do Nothing.

If you do not request exclusion from the Class, you will receive a settlement payment and PAGA settlement payment (if you are an PAGA Settlement Group member) based on the information contained below, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement.

B. Option Two: Workweeks Dispute

If you believe the information below regarding your workweeks is incorrect, you may complete and submit the attached Workweeks Dispute Form and return it to the Settlement Administrator, [REDACTED], at the address provided below **post-marked to the number shown on the bottom of each page of this Notice, on or before <<<Response Deadline>>>**. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the Workweeks Dispute Form was timely submitted. The Settlement Administrator will evaluate the information and document(s) you submit and, after reviewing the Company’s records, the Settlement Administrator, will resolve the dispute as to your correct number of workweeks.

C. Option Three: You May Exclude Yourself From the Settlement Agreement.

If you do not wish to participate in or be bound by the Settlement Agreement, you must submit to the Settlement Administrator a written signed statement expressing your desire to be excluded from the Settlement (“Request to be Excluded”) or you may complete and submit the attached Exclusion Form and submit it to the Settlement Administrator as described on the Exclusion Form. Any such written statement shall include the name (and former names, if any), current address, telephone number and the last four (4) digits of Social Security number of the Class Member and state that you do not wish to participate in the Settlement and be postmarked by <<<Response Deadline>>> and returned to the Settlement Administrator at the specified address. Any Request for Exclusion will not be valid if it is not timely submitted. The date of the postmark on the return mailing envelope on the Request to be Excluded or Exclusion Form shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely written Request to be Excluded or Exclusion Form on or before <<< Response Deadline>>> will be bound by all terms of the Settlement Agreement and any final judgment entered in this Action if the Settlement Agreement is approved by the Court. Note that if you are an member of the PAGA Settlement Group, you will receive your PAGA settlement payment even if you request exclusion. You will however not receive a settlement payment and you will retain your right to sue for claims described in the Released Class Claims (described in Section X).

D. Option Four: You May Object to the Settlement.

If you are a Class Member and you do not exclude yourself, you may object to the Settlement before Final Approval of the Settlement by the Court. If you choose to object to the Settlement, you may enter an appearance by yourself or through an attorney that you hire and pay for yourself. In order to object to the Settlement, or any portion of it you must do so either in writing or orally at the Final Approval Hearing. If you wish to object to the Settlement in writing, you complete and submit a written objection which must be signed by the Class Member make a written statement of the grounds of objection, be signed by the objecting Settlement Class Member or his or her attorney, along with all supporting papers if any. You must send such written objection on or before <<<Response Deadline>>> to the Settlement Administrator. The date of the postmark on the return mailing envelope or fax stamp on objection shall be the exclusive means used to determine whether the objection was timely submitted.

If you do not submit an objection to the Settlement, you may still appear at the Final Approval Hearing and orally object to the Settlement.

Any Class Member who submits a Request for Exclusion will not have the right to object to the Settlement. Class Members may not object to the settlement of the PAGA claim or the PAGA Release and may not object to the Class Release.

IX. How much money will I get if I do not submit a Request for Exclusion?

The estimated gross share you will receive under the settlement if you are a Settlement Class Member and/or PAGA Settlement Group member is described below. The actual amount you receive may be higher or lower than this amount.

Defendant has agreed to pay a Settlement Amount of up to \$200,000 to settle the Lawsuit. The amount you receive depends on the number of Qualified Workweeks (“Qualified Workweek” means a calendar week during the Class Period in which the Class Member actually worked at least one day (as opposed to being on a leave or not on an assignment) you worked during the Class Period for Defendant.

Under the terms of the class action settlement described above, you are entitled to receive a settlement payment in the approximate estimated amount of \$[MERGED_EstSettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect.

You have been credited with [MERGED] Qualified Workweeks during the Class Period for purposes of calculating your settlement payment.

Based on your dates of employment with Defendant as an hourly non-exempt employee, you <<ARE>><<ARE NOT>> a member of the PAGA Settlement Group.

You have been credited with [MERGED] Qualified Workweeks during the PAGA Period for purposes of calculating your settlement payment.

You are entitled to receive a PAGA Settlement Payment in the estimated amount of \$[MERGED_EstSettAmnt_CALC].

You will have 180 days to cash your check. If you do not cash your check within 180 days, the funds from the uncashed checks funds shall be redistributed to those Class Members who cashed their checks.

X. What is the effect of the settlement on my rights?

Upon the Date of Final Approval and full funding of the Settlement Amount, Class Representative and all Class Members, except those who make a valid and timely request to be excluded from the Class, will release any and all claims and causes of action against Defendant and their franchisors, owners, officers, shareholders, partners, members, customers, agents and employees, and all related or affiliated entities (“Released Parties”), arising out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action, based upon the facts alleged, including but not limited to California Labor Code §§201-04, 226, 226.7, 510, 512, 1194, 1197, and 2802, and relevant sections of the applicable Wage Orders, and for failure to pay wages for all hours worked at minimum wage, failure to pay overtime wages for daily overtime worked, failure to authorize or permit meal periods, failure to authorize or permit rest periods, failure to indemnify employees for employment-based losses/expenses, failure to timely pay earned wages, failure to provide complete and accurate wage statements,

failure to timely pay all earned wages and final paychecks due at the time of separation, unfair business practices in violation of Business and Professions Code section 17200, *et seq.*, claims for civil penalties pursuant to the California Labor Code, and any comparable claims that were or could have been asserted based on the facts alleged in the Operative Complaint and asserted in the Action arising during the Class Period (“Released Class Claims”).

Upon the Date of Final Approval and full funding of the Settlement Amount, Plaintiff, the State of California, the LWDA, and the PAGA Settlement Group will release any and all claims against the Released Parties for civil penalties pursuant to PAGA under California Labor Code section 2698, *et seq.* based on the violations of the Labor Code alleged and asserted in Plaintiff’s September 8, 2021 LWDA Notice and as asserted in the Operative Complaint arising during the PAGA Period (“Released PAGA Claims”).

If the Settlement Agreement is not approved by the Court or does not become final for some other reason, then the litigation will continue.

XI. What is a “Class Representative Enhancement Award”?

In class actions such as this one, a court may provide the Class Representative a “class representative enhancement award” in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative’s execution of a general release of all claims. Plaintiff Chingofor will request that the Court approve a Class Representative Enhancement Award not to exceed \$10,000, which will be deducted from the Settlement Amount if approved by the Court.

XII. Why does the Labor Workforce Development Agency receive any money?

PAGA allows private citizens to step into the State’s shoes and recover civil penalties for alleged violations of California’s Labor Code. Seventy-five (75%) percent of any such recovery must be given to the State. In the present case, the Settlement provides that \$15,000 be paid to the State as its share of the penalties recovered in this case.

XIII. How much will the attorneys for Plaintiff get?

Plaintiff’s Attorneys and/or Plaintiff will seek approval from the Court for payment of attorneys’ fees in an amount up to 33.3% of the Settlement Amount or \$66,000, plus costs for reimbursement of litigation costs expended in prosecution of the action not to exceed \$20,000. These amounts, if approved by the Court, will be deducted from the Settlement Amount.

XIV. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the settlement. It is estimated that it will cost approximately \$10,000 for the Settlement Administrator to fully administer the settlement. The Court has approved CPT Group to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement payments. **It is your responsibility to keep a**

current address on file with the Settlement Administrator to ensure receipt of your settlement payment. You may contact the Settlement Administrator at:

Chingofor v. Attentive Home Care, Inc. Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

XV. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department CX105 of the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, California 92701 on _____, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Plaintiff's Attorneys' request for attorneys' fees and reimbursement of costs, Administration Costs, and the Class Representative Enhancement Award. The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

Questions? You can contact the Settlement Administrator or Plaintiff's Attorneys at the numbers listed above.

DO NOT TELEPHONE THE COURT REGARDING THE SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

CHINGOFOR v. ATTENTIVE HOME CARE, INC.
Orange County Superior Court Case Number 30-2021-01220181-CU-OE-CXC

EXCLUSION FORM

If you do not want to be part of the Settlement, you must submit this written request by mail to be excluded from the Settlement to the Settlement Administrator at *Chingofor v. Attentive Home Care, Inc.* Settlement, [address], [City], [State] [Zip], postmarked on or before **[Response Deadline]** at:

Chingofor v. Attentive Home Care, Inc. Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

If you do not submit this Exclusion Form or a written Request to be Excluded, on or before [Response Deadline], you will be deemed a Settlement Class Member, you will receive a settlement payment, and you will be bound by the Class Release and release the Class Released Claims as described in the Notice and all other terms of the Settlement, whether favorable or not.

If you submit this Exclusion Form, you will retain the right to bring an individual claim, and you will not be entitled to any benefits as a result of the Settlement and Release Agreement and will not be entitled to or permitted to assert an objection to the Settlement. Note that even if you exclude yourself from the Class Release, you will remain a member of the PAGA Settlement Group (if you worked for Defendant as a Class Member between September 8, 2020 through August 31, 2022) and receive an PAGA settlement payment.

By submitting this form, you are stating: "I wish to exclude myself from the settlement reached in the matter of *Chingofor v. Attentive Home Care, Inc.* I understand the consequences of excluding myself and understand I will not receive a settlement payment but I will have the option to pursue legal action against Defendant."

In order to be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____

CHINGOFOR v. ATTENTIVE HOME CARE, INC.

Orange County Superior Court Case Number 30-2021-01220181-CU-OE-CXC

WORKWEEK DISPUTE FORM

You do NOT have to mail this form to get your settlement share.

TO CLASS MEMBER [MERGED_FirstName] [MERGED_LastName]:

TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

1. You have received this Notice because you may be a Class Member in this Class Action. You are a Class Member if at any time during the period September 8, 2017 to August 31, 2022 you were employed as an hourly-paid or non-exempt employee at in the Statue of California at Attentive Home Care, Inc.
2. Under the terms of the class action settlement described above, you are entitled to receive a settlement payment in the approximate estimated amount of \$[MERGED_EstSettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect.
3. You have been credited with [MERGED] Qualified Workweeks during the Class Period for purposes of calculating your settlement payment.
4. If you **DO NOT WANT TO DISPUTE** the amount of Qualified Workweeks being credited to you, **YOU SHOULD NOT RETURN THIS FORM AND DO NOT NEED TO TAKE ANY FURTHER ACTION TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT.**
5. **YOU SHOULD ONLY COMPLETE THIS SECTION IF YOU WANT TO DISPUTE** the number of Qualified Workweeks. To file a dispute you must: (1) check the dispute box below and fully complete the chart that follows, including specifying the dates you were employed at Attentive Home Care, Inc. between September 8, 2017 and August 31, 2022 and providing documents to establish the dates of your employment at Attentive Home Care, Inc. between September 8, 2017 and August 31, 2022; (2) sign this form under penalty of perjury; and (3) mail the completed and signed form to the Settlement Administrator so that it is postmarked no later than [RESPONSE DEADLINE].

Defendant will review records to verify the information contained in the Class Member's file and payment records. Defendant's records will have a rebuttable presumption of correctness. After consultation with the Class Member, Class Counsel, and Defendant, the Settlement Administrator will make a determination that will be final and binding on the Class Member and Defendants and is not appealable. The Settlement Administrator will review all valid dispute forms and notify you of the results by written notice. Late or incomplete disputes, or

disputes that are mailed without a visible postmark date, will not be considered and your settlement payment will be based on the Qualified Workweeks listed above.

QUESTIONS?

CALL THE SETTLEMENT ADMINISTRATOR AT [REDACTED]

☐ I WANT TO DISPUTE the number of Qualified Workweeks credited to me under this Settlement and/or my employment status. I worked the following number of Qualified Workweeks:

	Qualified Workweeks worked at Attentive Home Care, Inc. between September 8, 2017 to August 31, 2022 (i.e., the Class Period)
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BY SIGNING BELOW, THAT I WORKED AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE CLASS PERIOD.

Date Signature

Daytime Telephone Number Print Name

Last 4 digits of Social Security Number: ____ ____ ____ ____

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF YOUR WORKWEEKS SPECIFIED ABOVE, YOU SHOULD NOT RETURN THIS FORM.