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Attorneys for Plaintiff Matthew Savattieri
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

MATTHEW SAVATTIERI, on behalf of
himself and all others similarly situated;

Plaintiff,

vs.

AMI EXPEDITIONARY HEALTHCARE,
LLC, a Delaware limited liability company;
AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming limited liability
company; and DOES 1 through 25, inclusive.

Defendants.

Lead Case No.: 21STCV33372

[Consolidated with Case Nos. 21STCV45611
and 21STCV46752]

*Assigned to the Hon. Kenneth R. Freeman
Department 14*

**DECLARATION OF DAVID YEREMIAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 16, 2023
Time: 10:00 a.m.
Department: 14

Complaint Filed: September 10, 2021
Trial Date: None.

SHORNIKAY CALLUM, an Individual, on
behalf of herself and all others similarly
situated

Plaintiffs,

vs.

1 AMI EXPEDITIONARY HEALTHCARE
2 (USA), LLC, a Wyoming Limited Liability
3 Company; AMI EXPEDITIONARY
4 HEALTHCARE, LLC, a Delaware Limited
5 Liability Company and DOES 1 through 100,
6 Inclusive

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8 Defendants

9 ASHLEY CHARLEMAGNE, BRIANA
10 HUGUELY, MARLA LEWIS, and SHARON
11 LEWIS, on behalf of themselves and others
12 similarly situated

13 Plaintiffs,

14 vs.

15 AMI EXPEDITIONARY HEALTHCARE
16 (USA), LLC, a Wyoming limited liability
17 company; AMI EXPEDITIONARY
18 HEALTHCARE, LLC, a Delaware limited
19 liability company; AMI HEALTH, a business
20 entity of unknown form; AMI
21 EXPEDITIONARY HEALTHCARE, a
22 business entity of unknown form; and DOES 1
23 through 50, Inclusive

24 Defendants.

25 Bruce Kokozyan, Esq. (SBN 195723)
26 Alex DiBona, Esq. (SBN 265744)
27 **KOKOZYAN LAW FIRM, APC**
28 10940 Wilshire Blvd., Ste 1200
Los Angeles, CA 90024
Telephone (323) 857-5900
Fax (310) 275-6301
bkokozyan@kokozyanlawfirm.com
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Attorneys for Plaintiffs
SHORNIKAY CALLUM, individually and on behalf of all others
similarly situated

1 David Yeremian (SBN 226337)
2 david@yeremianlaw.com
3 Roman Shkodnik (SBN 285152)
4 roman@yeremianlaw.com

DAVID YEREMIAN & ASSOCIATES, INC.

5 2540 Foothill Blvd., Suite 201
6 La Crescenta, California 91214
7 Telephone: (818) 230-8380
8 Facsimile: (818) 230-0308

9 Attorneys for Plaintiffs
10 ASHLEY CHARLEMAGNE,
11 BRIANNA HUGUELY, MARIA LEWIS,
12 and SHARON LEWIS on behalf of themselves and others similarly situated
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1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am the managing attorney of David Yeremian & Associates, Inc., counsel for Plaintiffs Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis (collectively “Plaintiffs” or “Class Representatives”) on behalf of themselves and similarly situated employees of Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC (collectively “Defendants”). I and my firm are referred to herein as Class Counsel. I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

2. My firm is well qualified because of our experience, knowledge, and resources to act as counsel and represent Plaintiffs and the putative class in this action. My practice is exclusively focused on employment matters, with a substantial percentage devoted to litigating wage, hour, and working-conditions violations on a class-wide basis.

4. I have been practicing law since 2003. Since 2007, I have focused almost exclusively on representing employees, including in wage-and-hour class actions. During my career I have represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and I have obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, failure to provide meal breaks, inaccurate pay statements, failure to pay timely wages - similar to claims at issue in the present matter.

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**DECLARATION OF DAVID YEREMIAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 the present case, I am also class counsel for dozens of other putative wage-and-hour class-action
2 lawsuits pending in various state and federal jurisdictions throughout California.

3 6. My extensive experience in litigating employment wage and hour matters has been integral in
4 identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair
5 and reasonable class action settlements. Practice in the narrow field of wage and hour litigation requires
6 skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as
7 the procedural law of class action litigation. In this action, I am fully equipped to use the skills and
8 knowledge I have developed through more than a decade of prosecuting and defending wage and hour
9 class actions to fairly and adequately represent the interests of the Class. Therefore, on the account of
10 my resources, experience, and knowledge, I am well qualified to act as Class Counsel and represent
11 Plaintiffs and the putative Class Members in this action.

12 7. In the last several years I have had several contested class cases certified. When necessary we
13 pursue cases on appeal. Owing to my experience, I am well qualified to evaluate the class claims in this
14 action, to evaluate settlement v. trial and defenses raised. I have negotiated over 100 class action
15 settlements, including many involving the same issues presented in this case. A selection of cases
16 wherein I have served as lead or co-lead class counsel includes: *Galavis v. Patina Restaurant Group,*
17 *LLC* (LASC BC375225; class size approx. 10,000; co-lead counsel); *Milford v. ADT Security Services,*
18 *Inc.* (CACD CV08-2236; class size approx. 2,000; lead counsel); *Carreon v. Wolfgang Puck Catering*
19 *and Events, LLC* (LASC BC398569; class size approx. 1,400; lead counsel); *Fluke v. RFG Oil, Inc.*
20 (LASC BC403354; class size approx. 1,400; lead counsel); *Urena v. Camachos Restaurant* (LASC
21 BC365913; class size approx. 887; lead counsel); *Smith v. Rio Rancho Pontiac GMC Buick Inc.* (LASC
22 BC391187; class size approx. 860; lead counsel); *Callela v. Dolce Group* (LASC BC364711; class size
23 approx. 600; lead counsel); *Vasquez v. The Hollywood Pig n Whistle LP* (LASC BC335075; class size
24 approx. 600; lead counsel); *Goldman v. Aorta Restaurant Operating LP* (LASC BC379688; class size
25 approx. 300; lead counsel); *Sink-Crilly v. Centex Homes* (CACD CV09-2476; class size approx. 250;
26 lead counsel); *Utey v. Cranbrook Partners Inc.* (LASC BC392813; class size approx. 200; lead
27 counsel); *Garcia v. California Credits Group* (LASC BC353213; class size approx. 160; lead counsel);
28 *Afanasyev v. Miller Infiniti, Inc.* (LASC BC350788; class size approx. 160; lead counsel); *Morris v.*

1 *Gymboree, Inc.* (LASC BC393270; class size approx. 150; lead counsel); *Ortega v. AJC Sandblasting,*
2 *Inc.* (LASC BC378806; class size approx. 140; lead counsel); *Lulejyan v. Jim Falk Motors of Beverly*
3 *Hills, Inc.* (LASC BC398459; class size approx. 72; lead counsel); *Rylko v. The Griddle Café, Inc.*
4 (LASC BC386126; class size approx. 70; lead counsel); *Healy v. Siemens IT Solutions and Services, Inc.*
5 (Santa Clara Superior Court 108CV113479; class size approx 60; lead counsel). My firm has been
6 awarded one-third-common-fund attorneys' fees in numerous class actions. *See Carreon v. Jonathan Louis*
7 *International, Ltd.*, No. BC543678 (Los Angeles Super. Ct. Aug. 15, 2016) (approving an award of
8 attorney's fees of at least 33% of the settlement); *Cicairos v. Summit Logistics, Inc.* (consolidated with
9 *Bluford v. Safeway Stores, Inc.*), Nos. CV014837 and CV028541 (San Joaquin Super. Ct. Aug. 4, 2015)
10 (approving an award of attorney's fees of at least 33.3% of the settlement); *Montes v. Southern*
11 *California Discount Tire Co, Inc.*, No. 37-2012-00086167-CU-OE-CTL (San Diego Super. Ct. Mar 21,
12 2014) (approving an award of attorney's fees of at least 33.3% of the settlement); *Grom. v. Men's*
13 *Warehouse, Inc.*, No. 34-2012-00117446-CU-OE-GDS (Sacramento Super. Ct. Nov. 1, 2013)
14 (approving an award of attorney's fees of at least 33% of the settlement).

15 8. I do not believe that I have any conflicts of interest with the Class or with the Class
16 Representatives. I am not related to the Class Representatives. I have not previously represented
17 Defendant in any matter. I respectfully submit that I, and David Yeremian & Associates, Inc. are well
18 suited to act as Class Counsel in this action, and we have and will continue to vigorously represent the
19 interests of the Class Members.

20 **Procedural History of the Action**

21 9. On December 22, 2021, Plaintiffs provided notice to the LWDA and to Defendants of their
22 intent to seek civil penalties pursuant to the Private Attorneys General Act, Labor Code section 2698, et
23 seq. ("PAGA"). Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiffs' PAGA Notice. On
24 the same day, Plaintiffs filed their class action complaint against Defendants (Los Angeles County
25 Superior Court Case No. 21STCV46752, "Charlemagne Action").

26 ***Notice to the LWDA***

27 10. In accordance with Labor Code sections 2699 et. seq., and simultaneously with the filing of
28 Plaintiffs' Motion, Plaintiffs' counsel provided notice of the proposed settlement, including the

1 Settlement Agreement to the LWDA via online submission to the LWDA. Attached hereto as **Exhibit 2**
2 is a true and correct copy of Plaintiffs' notice of the proposed settlement, including the Settlement
3 Agreement.

4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct.

6 Executed on January 19, 2023, at La Crescenta, California



7 _____
8 David Yeremian
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EXHIBIT 1

THE LAW OFFICES OF

**DAVID YEREMIAN
& ASSOCIATES INC**

535 N BRAND BLVD STE 705
GLENDALE CA 91203

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM

December 22, 2021

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

AMI Health

12030 Sunrise Valley Drive, Ste 250
Reston, VA 20191

Certified Mail Tracking Number: 7021 2720 0001 0176 3081

AMI Expeditionary Healthcare

12030 Sunrise Valley Drive, Ste 250
Reston, VA 20191

Certified Mail Tracking Number: 7021 2720 0001 0176 3081

AMI Expeditionary Healthcare (USA), LLC

URS Agents Inc., Agent for Service of Process
7801 Folsom Blvd #202

Sacramento, CA, 95826

Certified Mail Tracking Number: 7019 2970 0000 5058 5527

AMI Expeditionary Healthcare (USA), LLC

12030 Sunrise Valley Drive, Ste 250
Reston, VA 20191

Certified Mail Tracking Number: 7021 2720 0001 0176 3081

AMI Expeditionary Healthcare, LLC

URS Agents Inc., Agent for Service of Process
7801 Folsom Blvd #202

Sacramento, CA, 95826

Certified Mail Tracking Number: 7019 2970 0000 5058 5527

AMI Expeditionary Healthcare, LLC

12030 Sunrise Valley Drive, Ste 250
Reston, VA 20191

Certified Mail Tracking Number: 7021 2720 0001 0176 3081

Re: Labor Code § 2699 Penalties
Charlemagne et al. v. AMI Health, et al.

Gentlepersons:

This office represents Plaintiffs Ashley Charlemagne, Brianna Huguely, Marla Lewis, and Sharon Lewis (collectively “Plaintiffs”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California against Defendants AMI Health, a business entity of unknown form, AMI Expeditionary Healthcare, a business entity of unknown form, AMI Expeditionary Healthcare (USA), LLC, a Wyoming limited liability company, AMI Expeditionary Healthcare, LLC, a Delaware limited liability company, and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* We herein set forth the facts and theories of California Labor Code violations which we Defendants engaged in with respect to our client and all of their California employees.

Relevant Facts

Aggrieved Employees includes all non-exempt employees employed by Defendants in the state of California from one year prior to the date of this letter through the present. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were forced to work “pre-shift” and “post-shift” without compensation. Specifically, Plaintiff and Aggrieved Employees were instructed to record hours worked less than the actual hours they worked but often times Plaintiff and Employees would work ten, twelve or longer shifts, but were forced by Defendants to record a standard 8 hour shift.

Defendants also failed to pay Aggrieved Employees proper overtime wages. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift” and “post-shift”. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants’ timekeeping system for the beginning and ending times of their work shifts including requiring Aggrieved Employees to use a phone application when they were starting and ending work for the day. The timekeeping system thus permitted Defendants to record clock in and clock out times to the real-time minute. However, rather than paying Plaintiffs and the Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a

uniform policy and practice of rounding all time entries to the quarter hour (*i.e.*, to the nearest 15 minute time increment), and generally did so to the detriment of the Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. In fact, Aggrieved Employees' timesheets reveal little variance between the hours worked by employees on a daily basis.

Defendants had a common policy and/or practice of denying Aggrieved Employees proper meal periods. Specifically, employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Aggrieved Employees were not paid for whatever rest breaks they were provided.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, discussed above. Moreover, Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Aggrieved Employees were required to work during their meal periods without pay. Furthermore, Defendants failed to pay Aggrieved Employees the minimum wage for all hours worked. Aggrieved Employees were forced to work "pre-shift" and "post-shift". Specifically, Plaintiff and Aggrieved Employees were instructed to record hours worked less than the actual hours they worked but often times Plaintiff and Employees would work ten, twelve or longer shifts, but were forced by Defendants to record a standard 8 hour shift. Additionally, Defendant also had a common policy and/or practice of understating the hours worked by Aggrieved Employees. Additionally, Defendant also had a common policy and/or practice of understating the hours worked by Plaintiffs and

Aggrieved Employees because Defendant would round down Plaintiffs and Aggrieved Employees time to the nearest 15 minute time increment order to avoid paying them for all the hours worked. Thus, Aggrieved Employees were required to work hours without wages. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Plaintiffs and Aggrieved Employees seek to recover penalties. Plaintiffs and the Aggrieved Employees are entitled to recover the unpaid minimum wages, liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including "pre-shift" and "post-shift" hours. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day in violation of Labor Code § 510 and applicable Wage Orders. As discussed above Aggrieved Employees were instructed to record hours worked less than the actual hours they worked but often times Plaintiff and Employees would work ten, twelve or longer shifts, but were forced by Defendants to record a standard 8 hour shift. Additionally, as discussed above Defendants improperly rounded down to the nearest quarter hour, changed, adjusted and/or modified Plaintiffs and Aggrieved Employees hours in order to avoid paying them for all hours worked as Plaintiffs and Aggrieved Employees' timesheets reveal little variance between the hours worked by employees on a daily basis.

In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

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Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours and ten (10) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes for the first (5) hours and for the tenth hour as required under Labor Code §§ 226.7, 512, and applicable Wage Orders. Specifically, employees were required to work through their meal periods which they were consistently denied. Moreover, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also failed to pay Aggrieved Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Aggrieved Employees were not paid for whatever rest breaks they were provided. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages,

rounding and understating noted above, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, discussed above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Plaintiffs and Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiffs also seek such penalties on behalf of themselves and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages due and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

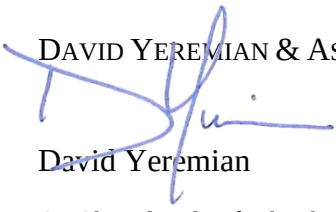
Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Wherefore we request that you advise us, by certified mail within thirty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiffs and Aggrieved Employees should include them as a § 2699 claim in an amended complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Above listed Defendant by Certified Mail

EXHIBIT 2

Natalia Bermudes

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, December 29, 2022 3:56 PM
To: Natalia Bermudes
Subject: Thank you for your Proposed Settlement Submission

12/29/2022 03:55:04 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

David

Your Last Name *

Yeremian

Your Email Address *

natalia@yeremianlaw.com

Your Street Name, Number and Suite/Apt *

2540 Foothill Blvd., Suite 2

Your Mobile Phone Number

8182308380

Your City *

La Crescenta

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91214

Court and Hearing Information

Court *

Los Angeles Superior Cour

Court Case Number *

21STCV33372

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

3,112

Gross settlement amount *

3.800.000.00

Gross penalty amount *

100,000

Penalties to LWDA *

75,000

Date of proposed settlement *

12/27/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Class and PA...arlemagne).pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**