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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FERNANDO G. HERRERA,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

ST. PAUL'S EPISCOPAL HOME, INC.;
and DOES 1 through 20, inclusive,
Defendants.

CASE NO.: 37-2021-00050163-CU-OE-CTL
[Consolidated with Case No.
37-2022-00022641-CU-OE-CTL and Case No.
37-2023-00002553-CU-OE-CTL]

Judge: Hon. Blaine K. Bowman
Dept.: 74

**DECLARATION OF JILL J. PARKER IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Date: April 4, 2025
Time: 8:30 a.m.
Dept.: 74

Complaint Filed: November 30, 2021
Trial Date: None Set

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DECLARATION OF JILL J. PARKER

I, Jill J. Parker, declare as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a partner in the law firm of Parker & Minne, LLP, attorneys of record for plaintiff Martha Ayala (“Ayala”, collectively referred to herein with Fernando Herrera and Victoria Garcia as “Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

2. I make this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement.

3. I am a 2010 graduate of the University of Southern California Gould School of Law, where I earned a Juris Doctor degree. In 2007, I graduated from the University of California, Los Angeles with a Master of Arts degree. In 2003, I graduated from Leland Stanford Junior University with a Bachelor of Arts degree.

4. In December of 2010, I was admitted to the State Bar of California. Since that time, my primary area of practice has been class action litigation, with an emphasis on wage-and-hour litigation. From January 2010 to July 2020, I was employed by Lawyers *for* Justice, PC (formerly known as The Aiwasian Law Firm), first as a law clerk, and then as an attorney upon my admission to the State Bar. During that time, my focus was exclusively on litigating class actions and representative Labor Code Private Attorneys General Act of 2004 (“PAGA”) actions on behalf of California consumers and employees. I litigated hundreds of these actions, in various counties in California and in all four District Courts in California. For the vast majority of these actions, I was the only attorney staffed on these cases and thus have extensive experience in taking person most knowledgeable depositions; taking and defending depositions of putative class members; defending plaintiffs’ depositions; conducting intakes of putative class members; working with expert witnesses to formulate class action trial plans; meeting and conferring regarding discovery disputes; filing and arguing motions to compel; opposing and arguing against motions for summary judgment, motions for summary adjudication, and motions for judgment on the pleadings; drafting and arguing motions

1 for class certification; drafting mediation briefs and mediating class action and PAGA cases; and
2 fielding questions from putative class members about their rights in response to opt-out notices.

3 5. In July 2020, I accepted a position with Blackstone Law, APC. Similar to my
4 employment at Lawyers *for* Justice PC, at Blackstone Law, APC I was the lead attorney on the cases
5 to which I was staffed, and I performed the same duties and carried out the same responsibilities as in
6 my previous employment.

7 6. In July 2022, I co-founded Parker & Minne, LLP. I continue to litigate wage-and-hour
8 class and representative actions and also litigate discrimination, whistleblower retaliation, and
9 wrongful termination actions. During the entirety of my career as an attorney, my practice has been
10 exclusively dedicated to prosecuting claims on behalf of plaintiffs.

11 7. I have considerable experience in handling class action lawsuits and have been
12 approved as class counsel in a number of cases, including:

- 13 • *Young v. Northwest Confections California, LLC*, Sacramento County Superior Court
14 Case No. 34-2022-00320387-CU-OE-GDS, a wage and hour class action certified for
15 purposes of settlement brought on behalf of a class of hourly-paid California employees
16 working for a manufacturer and distributor of cannabis gummies.
- 17 • *Villeda v. Farwest Insulation Contracting*, Alameda County Superior Court Case No.
18 22CV011091, a wage and hour class action certified for purposes of settlement brought
19 on behalf of a class of hourly-paid California employees working for a manufacturer of
20 fiber optic connectivity products.
- 21 • *Rodriguez v. Summerset Senior Living*, Placer County Superior Court Case No. S-CV-
22 0048722, a wage and hour class action certified for purposes of settlement brought on
23 behalf of a class of hourly-paid California employees working for assisted senior living
24 facilities.
- 25 • *Reyes v. Valley Chrome Plating, Inc.*, Fresno County Superior Court Case No.
26 22CECG01415, a wage and hour class action certified for purposes of settlement brought
27 on behalf of a class of hourly-paid California employees working for a manufacturer and
28 distributor of trucking parts.

- 1 • *Medina v. Natureware, Inc.*, Orange County Superior Court Case No. 30-2021-
2 01215641-CU-OE-CXC, wage and hour class action certified for purposes of settlement
3 brought on behalf of a class of hourly-paid California employees working for a distributor
4 of healthcare supplements.
- 5 • *Martinez v. DoubleCo, Inc.*, San Bernardino Superior Court Case No. CIVSB2210491, a
6 wage and hour class action certified for purposes of settlement brought on behalf of a
7 class of hourly-paid California employees working for a manufacturer of specialty
8 fasteners and hardware.
- 9 • *Kincaid v. Educational Credit Management Corporation*, Eastern District of California
10 Case No. 2:21-CV-00863-TLN-JDP, a certified wage-and-hour class action brought
11 on behalf of a class of hourly-paid California employees working for a student loan
12 guarantor.
- 13 • *Ragsdale v. Pacific Ethanol, Inc.*, Sacramento Superior Court Case No. 34-2019-
14 00251883-CU-OE-GDS, a wage and hour class action certified for purposes of settlement
15 brought on behalf of a class of hourly-paid California employees working for a producer
16 of specialty alcohols and essential ingredients.
- 17 • *Estrada v. Belshire Environmental Services, Inc.*, Orange County Superior Court Case
18 No. 30-2022-01262282-CU-OE-CXC, a wage and hour class action certified for
19 purposes of settlement brought on behalf of a class of hourly-paid California employees
20 working for a provider of waste management and environmental regulation compliance
21 services.
- 22 • *Schwartzenberger v. Berger Steel Corporation*, Sacramento Superior Court Case No. 34-
23 2022-00319703CU-OE-GDS, a wage-and-hour class action certified for purposes of
24 settlement brought on behalf of a class of hourly-paid California employees working for
25 a metals fabricator and erector.
- 26 • *Hernandez v. New Image Pool Interiors, Inc.*, Tulare Superior Court Case No.
27 VCU293400, wage-and-hour class action certified for purposes of settlement brought on
28

1 behalf of a class of hourly-paid California employees working for a swimming pool
2 construction company.

- 3 • *Zaragoza v. The Arc of Ventura County, Inc.*, Ventura County Superior Court Case No.
4 56-2022-00565343-CU-OE-VTA, a wage-and-hour class action certified for purposes of
5 settlement brought on behalf of a class of hourly-paid California employees working for
6 a community services organization.
- 7 • *Bradley v. Native American Health Center, Inc.*, Alameda Superior Court Case No.
8 22CV011617, a wage-and-hour class action certified for purposes of settlement brought
9 on behalf of a class of hourly-paid California employees working for a health center.
- 10 • *Gonzalez v. Hunt Enterprises, Inc.*, Los Angeles Superior Court Case No.
11 22STCV15057, a wage-and-hour class action certified for purposes of settlement brought
12 on behalf of a class of hourly-paid California employees working for a real estate
13 investment company.
- 14 • *Hartstein v. Hyatt Corporation*, Central District of California Case No. 2:20-CV-04874-
15 DSF-JPR, a certified wage-and-hour class action brought on behalf of a class of
16 California employees who were not paid out vacation wages on the date they were
17 indefinitely “furloughed” due to the COVID-19 pandemic.
- 18 • *Chavez v. Smurfit Kappa Orange County LLC*, Central District of California Case No.
19 2:18-cv-05106-SVW-SK, a certified wage-and-hour class action brought on behalf of
20 hourly-paid employees working for a paper-packaging company.
- 21 • *Serna v. Mitchell International, Inc.*, Orange County Superior Court Case No. 30-2017-
22 00912941-CU-OE-CXC, a certified wage-and-hour class action brought on behalf of
23 hourly-paid employees in the State of California working for a company that provides
24 software for claims handling and collision repair in the automotive industry.
- 25 • *Phelps v. Steven Madden Retail, Inc.*, Sacramento Superior Court Case No. 34-2015-
26 00175330-CU-OE-GDS, a certified wage-and-hour hour class action brought on behalf
27 of hourly-paid retail workers in the State of California.

- *Corinthian International Wage and Hour Cases*, Santa Clara Superior Court Case No. 16CV292208, JCCP Case No. 4886, a certified wage-and- hour class action brought on behalf of hourly-paid workers working for a company providing transportation services in Northern California.
- *Abdulhaqq v. Urban Outfitters*, Alameda Superior Court Case No. RG1368047, a certified wage-and-hour class action brought on behalf of allegedly misclassified exempt department managers in retail stores throughout California.

RELEVANT PROCEDURAL AND FACTUAL BACKGROUND OF THE ACTION

8. On November 14, 2022, Ayala provided notice to the California Labor & Workforce Development Agency (“LWDA”) and to Community Eldercare of San Diego and St. Paul’s Senior Services (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) of her intention to seek civil penalties pursuant to Labor Code §§ 2698, et seq. (“PAGA”). A true and correct copy of Ayala’s November 14, 2022 PAGA Notice is attached hereto as Exhibit 1.

9. On January 19, 2023, Ayala filed a class action complaint against Community Eldercare of San Diego and St. Paul’s Senior Services entitled *Martha Ayala v. Community Eldercare of San Diego*, et al., San Diego County Superior Court Case No. 37-2023-00002553-CU-OE-CTL (the “*Ayala Action*”). The complaint alleged the following causes of action: (1) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (2) Violation of California Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime Wages); (3) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (4) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (6) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (8) Violation of California Business and Professions Code §§ 17200, et seq.; and (9) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

10. On June 14, 2024, the *Ayala Action* was consolidated with the actions entitled *Fernando G. Herrera v. St. Paul’s Episcopal Home, Inc.*, San Diego Superior Court Case No. 37-2021-00050163 (the “*Herrera Action*” and *Victoria Garcia v. St. Paul’s Episcopal Home Inc.*, San

Diego Superior Court Case No. 37-2022-00022641-CU-OE-CTL (the “*Garcia*” Action) (collectively, the *Ayala* Action, *Herrera* Action, and *Garcia* Action are referred to herein as the “Litigation.”)

11. My firm and my colleagues at Blumenthal Nordrehaug Bhowmik De Blouw LLP (plaintiff’s counsel in the *Garcia* Action) and Aegis Law Firm, PC (plaintiff’s counsel in the *Herrera* Action) (referred to herein collectively with Parker & Minne, LLP as “Plaintiffs’ Counsel”) conducted a thorough investigation into the facts and law during the prosecution of this Litigation, including the exchange of extensive informal discovery and the review and verification of statistical data and other facts and information provided by Defendants St. Paul’s Episcopal Home, Inc. (including St. Paul’s Senior Homes and Services, St. Paul’s Senior Services, St. Paul’s Manor, St Paul’s Villa, St. Paul’s Plaza, St. Paul’s McColl Health Center, St. Paul’s Community Care Center, St. Paul’s Senior Day Services, St. Paul’s Child Care Services, St. Paul’s Villa, Inc., and/or St. Paul’s Retirement Homes Foundation) and Community Eldercare of San Diego, Inc. (dba St. Paul’s PACE) (collectively “Defendants”). My colleagues and I have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the damages and other losses claimed by Plaintiffs.

12. In March 2023, Plaintiffs’ Counsel conferred with Defendants’ counsel regarding the prospect of mediation. Thereafter, the Parties agreed to exchange informal discovery, engage in private mediation, and informally stay discovery pending mediation.

13. Pursuant to the Parties’ agreement regarding informal discovery, Defendants produced extensive informal discovery prior to mediation, which included a sampling of Class Members’ time and payroll records. Prior to mediation, Plaintiffs’ Counsel thoroughly reviewed the informal discovery produced by Defendants, which included consulting with a data analysis expert to fully analyze Class Members’ time and payroll records. Plaintiffs’ Counsel engaged in extensive independent investigation and conducted further legal research regarding the merits of Plaintiffs’ claims and Defendants’ potential defenses thereto. Based on this investigation and informal discovery, Plaintiffs’ Counsel prepared a detailed and informed assessment of Defendants’ potential liability prior to the mediation. Plaintiffs’ Counsel also extensively briefed the strengths and weaknesses of Plaintiffs’ claims and Defendants’ anticipated defenses, and provided this analysis to the mediator for

her consideration. These extensive efforts enabled Plaintiffs' Counsel to act intelligently and effectively in negotiating the proposed settlement.

14. On December 11, 2023, the Parties attended a formal mediation with Cynthia Remmers, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters. The Parties engaged in a full day of settlement discussions, during which the Parties extensively debated their respective positions and exchanged views regarding the strengths and weaknesses of their claims and defenses. The settlement discussions were at all times at arm's-length and, although conducted with appropriate professional decorum, were adversarial. Plaintiffs and Plaintiffs' Counsel went into mediation willing to explore the potential for a settlement of the Litigation, but were also prepared to aggressively litigate Plaintiffs' claims through class certification, trial, and appeal if a settlement was not reached. The Parties ultimately were able to reach an agreement to settle the Litigation through a mediator's proposal. Thereafter, the parties worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

15. The Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their respective positions throughout the settlement negotiations.

16. While Plaintiffs' Counsel was confident of the merits of this case and was prepared to litigate the case through class certification, trial, and any appeals, Plaintiffs' Counsel recognized the significant risk and expense of continued litigation, trial, and possible appeals, all of which would substantially delay and reduce any recovery by the Class Members. Even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Plaintiffs' Counsel would need to request and analyze thousands of pages of documents and obtain numerous declarations at great expense. Obtaining the cooperation of current employees could also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of their current employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. These risks are all obviated by the Settlement, which if

1 approved by the Court, will ensure that class members receive timely relief without the risk of an
2 unfavorable judgment. Thus, based on these considerations, I submit that the Settlement is fair,
3 adequate, and reasonable, and is in the best interest of the Class.

4 17. As part of the Settlement, Plaintiffs are requesting Class Representative Service
5 Payments of \$15,000.00 each to Herrera and Ayala, as well as a PAGA Representative Service
6 Payment of \$15,000.00 to Garcia. Plaintiffs spent a substantial amount of time and effort in producing
7 relevant documents and past employment records and providing the facts and evidence necessary to
8 attempt to prove the allegations. The service payments are reasonable given the time and effort
9 Plaintiffs spent on this case, the risks they assumed in acting as the named plaintiffs, and the result
10 obtained on behalf of Class Members due to their actions. Plaintiffs were available whenever their
11 attorneys needed them and actively tried to obtain and provide information that would facilitate the
12 pursuit of the Class and PAGA claims. Accordingly, it is reasonable and just for Plaintiffs' to receive
13 the requested service payments..

14 18. Ayala has entered into a separate Confidential Settlement Agreement and Release of
15 Claims ("Ayala's Individual Settlement Agreement") with Defendants in exchange for the release of
16 her individual claims against Defendants for: (1) whistleblower retaliation; (2) wrongful termination;
17 and (3) discrimination, harassment, and retaliation in violation of the Fair Employment and Housing
18 Act ("Ayala's Non-Wage Claims"). Defendants' payment for Ayala's Individual Settlement
19 Agreement is not being funded from the Gross Settlement Amount and is not being paid in
20 consideration of the settlement and dismissal of the Class and PAGA claims in the Litigation. The
21 release of Ayala's Non-Wage Claims is unrelated to and separate from the release of the Class and
22 PAGA claims in this Litigation.

23 19. No one at Parker & Minne, LLP has any financial interest in the Settlement
24 Administrator, ILYM Group, Inc., which would create a conflict of interest.

25 20. To my knowledge, there is no actual or potential conflict of interest between Parker &
26 Minne, LLP and any of the Class Members which would interfere with our ability to fulfill our duties
27 as Class Counsel or impede our representation of the Class.

28 21. To my knowledge, there are no other pending matters or actions that assert claims that

1 will be extinguished to adversely affected by the Settlement.

2 I declare under penalty of perjury under the laws of the state of California that the foregoing is
3 true and correct.

4 Executed on March 5, 2025, at Los Angeles, California.

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8 Jill J. Parker
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EXHIBIT 1



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JILL J. PARKER
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November 14, 2022

Via Online Electronic Submission

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *Martha Ayala v. Community Eldercare of San Diego and St. Paul's Senior Services*

Dear PAGA Administrator:

Our office represents Martha Ayala ("Employee"), who was employed by Community Eldercare of San Diego and St. Paul's Senior Services (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Employer") from approximately September 2009 to approximately August 2022 in the State of California. At the time of termination, Employee was an hourly-paid, non-exempt employee and held the job title of Senior Enrollment Specialist. This letter shall serve as notice, pursuant to the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code § 2699.3), of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

Employee intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA. Employee seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Employee will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (referred to herein as "Aggrieved Employees").

As set forth below, Employer has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Order 4.

Failure to Pay Minimum Wages

Employer violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Employee and other Aggrieved Employees at least minimum wages for all hours worked. Employee and other Aggrieved Employees were required to perform work duties off-the-clock, including, but not limited to, responding to work-related phone calls and text messages, completing

paperwork, and providing client service. By failing to pay Employee and other Aggrieved Employees any wages for off-the-clock work, Employer violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees.

Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Employee and other Aggrieved Employees worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week without the appropriate overtime compensation because Employer failed to pay them for off-the-clock work as described above and failed to correctly calculate the regular rate of pay for purposes of overtime compensation by failing to include non-discretionary bonuses, commissions, and/or incentives. Therefore, Employee and the other Aggrieved Employees were entitled to receive certain wages for overtime compensation, but were not paid correctly for all overtime hours worked.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to provide Employee and the other Aggrieved Employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. In addition to failing to provide meal periods and rest periods in compliance with the California Labor Code and applicable IWC Wage Order, Employer failed to issue meal period and rest period premiums on each occasion that a meal period or rest period was not provided. On those occasions when Employer did pay meal and/or rest period premiums, it failed to do so at the correct rate. On occasions when meal period and/or rest period premiums were paid, Employer paid them at the base hourly rate of pay rather than at the regular rate of compensation. Employer failed to include all non-discretionary payments for work performed by Employee and the other Aggrieved Employees in the regular rate of compensation when issuing meal and/or rest period premiums, as required by California Labor Code § 226.7(c).

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to pay Employee and other Aggrieved Employees all wages due to them, including minimum wages, overtime wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Employer failed to pay Aggrieved Employees all wages due to them upon termination of their employment, including minimum wages, overtime wages, meal period premiums, and rest period premiums.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Employer failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Employee and other Aggrieved Employees. By way of example, Employer failed to keep records of all hours worked by Employee and the other Aggrieved Employees, including time spent working prior to clocking-in and time spent working after clocking-out.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown

as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Employer failed to provide wage statements to Employee and other Aggrieved Employees stating, *inter alia*, the correct name and address of the legal entity that is the employer, the total hours worked (including time spent working off-the-clock) at the correct hourly rates of pay, the correct amount of wages earned, the correct amount of meal period premium wages, and the correct amount of rest period premium wages.

Failure to Reimburse Necessary Business Expenses

Labor Code sections 2800 and 2802 require employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Employee and other Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, the use of personal cell phones and personal protective equipment.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jill J. Parker".

Jill J. Parker, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

Community Eldercare of San Diego
328 Maple Street
San Diego, California 91203

Procopio
Clint S. Engleson
525 B Street, Suite 2200
San Diego, California 92101