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Attorneys for Plaintiffs ROSIO VENTURA and DUANA MARTINEZ,
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ROSIO VENTURA and DUANA
MARTINEZ, individually and on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CONDUENT COMMERCIAL SOLUTIONS,
LLC, a Nevada Limited Liability Company,
and DOES 1-50, inclusive,

Defendant.

Case No. BCV-22-102043-TSC
Assigned to: Hon. Thomas S. Clark
Dept.: 17

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS**

Date: March 14, 2024
Time: 8:30 AM
Dept: 17

Complaint Filed: August 9, 2022
FAC Filed: February 16, 2024
Trial: Not Set

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1. I am an attorney licensed to practice before all courts in the State of California. I am the owner and principal of James Hawkins APLC, counsel for Plaintiffs Rosio Ventura and Duana Martinez (collectively, "Plaintiffs") in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the facts in this declaration and, if called as a witness, I could and would testify to these facts under oath in court.

3. The terms of the Settlement which the Parties request that the Court approve are set forth in the PAGA Settlement and Release Agreement (“Settlement Agreement”), attached hereto as **Exhibit 1**.

Plaintiff filed a class action complaint and submitted her notice to Defendant pursuant to PAGA. Attached hereto as Exhibit A is Plaintiff's PAGA letter submitted to the LWDA.¹

6. On or about September 8, 2022, Defendant timely answered the Complaint by generally

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denying all allegations and asserting numerous affirmative defenses.

7. On December 20, 2022, this Court granted the parties' joint motion to stay all proceedings pending the outcome of the case *Adolph v. Uber Technologies*, Case No. S274671, which was then pending with the California Supreme Court. The parties subsequently decided to pursue early mediation.

8. On January 6, 2023, Ms. Martinez also submitted her notice to the LWDA of her intent to seek civil penalties against Defendant pursuant to PAGA. Attached hereto as **Exhibit 3** is a true and correct copy of Ms. Martinez's PAGA letter submitted to the LWDA.

9. The Parties agreed to mediate both Ms. Ventura's claims as well as Ms. Martinez's claims at the scheduled mediation.

10. The Parties entered into a tolling agreement of Ms. Martinez's claims and causes of action whereby the Parties agreed to maintain the status quo pending mediation. This allowed Ms. Martinez to avoid incurring additional costs associated with the filing while preserving all rights and claims.

11. The Parties agreed to a stay of formal discovery and motion practice (including any motion to compel arbitration of Plaintiffs' individual PAGA claims) pending mediation. However, the Parties did engage in an extensive investigation and informal exchange of information.

12. The Parties attended mediation as set forth below, and on January 15, 2024, the Parties executed the long form Settlement Agreement. (See Ex. 1.)

13. In connection with the Settlement Agreement, Ms. Ventura agreed to amend her complaint to add Ms. Martinez as a named Plaintiff and to add Ms. Martinez's claims and allegations.

14. Ms. Ventura filed a First Amended Complaint in this Action to include Ms. Martinez on February 16, 2024.

**Plaintiffs' Counsel Thoroughly Investigated the Factual and Legal Issues in the Action
Allowing Them to Objectively Assess the Settlement's Reasonableness.**

15. Since the filing of the Action and through execution of the Settlement, Plaintiffs' Counsel ("PAGA Counsel") conducted a thorough investigation into the factual and legal issues implicated by Plaintiffs' claims and were able to objectively assess the settlement's reasonableness.

1 16. Prior to filing the Action (and each of the LWDA letters giving rise to the Action),
2 Plaintiffs provided counsel with the factual bases for pursuing their claims against Defendant for
3 Labor Code violations. Plaintiffs were intimately familiar with Defendant's labor policies and
4 practices, and over the course of multiple interviews, knowledgeably summarized those policies
5 and practices. Plaintiffs explained how the policies and practices were instituted and provided
6 valuable insight into how they gave rise to the alleged Labor Code violations. We also reviewed
7 publicly available information and researched the various issues raised. Based on these interviews
8 and the review of available information, we determined that there were legally sufficient grounds
9 for pursuing the Action against Defendant. Additionally, in preparation for drafting the LWDA
10 notices and the civil complaint for the Action and related class action, we conducted our own
11 independent preliminary investigations into the factual basis for Plaintiffs' claims, which entailed,
12 inter alia, a careful examination of Plaintiffs' personnel files and associated records.

13 17. We have conducted a comprehensive investigation into both the factual and legal
14 elements of this case, conducted interviews and reviewed documentation, specifically focusing
15 on issues relevant to the Plaintiffs and Aggrieved Employees. This rigorous analysis has enabled
16 us to objectively evaluate the reasonableness of the proposed settlement. Prior to initiating
17 litigation, we secured the Plaintiffs' employment records. This crucial step provided us with
18 foundational insights into Defendant's employment policies and practices that appeared to violate
19 California Labor Codes.

20 18. Following the filing of the action, we created a discovery plan and researched
21 various legal issues related to the arbitration agreements. The Parties engaged in numerous
22 discussions regarding the claims and defenses at issue in the litigation. We reviewed the various
23 documents that were provided by Plaintiffs which were pertinent to their case, the claims asserted
24 on behalf of Aggrieved Employees, and our evaluation of the strength of the claims. We also
25 took immediate and strategic action to obtain the information necessary to evaluate any potential
26 resolution by submitting an informal discovery request. This was not merely a procedural step; it
27 was a calculated move aimed at mediating the dispute and gathering essential information to
28 strengthen our position. In the realm of potential information, our request was exhaustive. We

sought to understand the scope of Aggrieved Employees by asking for the total number of Aggrieved Employees both during the PAGA Period and those currently employed in California. Additionally, we requested data on the number of pay periods and a nuanced breakdown of shifts worked by these employees. This information was pivotal in assessing the extent of the alleged violations and the potential damages involved. Our inquiry into time and wage records was equally comprehensive. We asked for a sampling of schedules, time records, and wage statements for Aggrieved Employees during the PAGA Period. This sampling method was designed to provide a representative overview and to allow our expert to extrapolate necessary data points. For the Plaintiffs specifically, we requested all time records, actual wage statements, and even the methods used for time tracking, such as badge or card swipes and computer log-ins. This level of detail allowed us to scrutinize any discrepancies or irregularities in timekeeping and wage calculation. Regarding Defendant's policies and practices, our request was far-reaching. We asked for all employee handbooks used during the PAGA Period, along with a detailed list of policies and practices concerning timekeeping, meal and rest periods, overtime calculations, and other relevant employment conditions. Understanding Defendant's written policies and practices enabled us to pinpoint any systemic issues or violations that may have occurred. Lastly, we sought information on any prior settlements or judgments. This was crucial for evaluating how past legal outcomes could influence our case, particularly any settlements or judgments that could set a precedent or offer insights into the Defendant's litigation behavior. Our comprehensive discovery requests were designed to provide us with a robust set of data, thereby laying a strong foundation for our legal strategy moving forward and aiding us in the formulation of a damages model.

19. In all, we received individual documents such as personnel records, time and wage records pertaining to Plaintiffs, as well as comprehensive policy and practice documentation, the sampling data, arbitration agreement exemplars, and class information such as the number of employees, work weeks, and pay periods for the relevant time period.

20. In connection with the mediation and settlement, we also extensively researched the claims and settlements in similar actions, and the legal requirements for establishing liability for penalties for the alleged violations.

1 21. Counsel for both parties conducted in-depth communications concerning the data,
2 assessing the merits of their respective claims and defenses, alongside other critical elements
3 pertinent to the assessment of the action and ultimately the settlement. Throughout the
4 information exchange, both Parties remained committed and worked to ensure comprehensive
5 information sharing, thus ensuring well-informed discussions leading up to the mediation.

6 **The Parties Settled the Action After Mediation and Extensive Negotiation**

7 22. The Parties attended full-day mediation with an experienced and respected wage
8 and hour mediator, Steve Mehta, Esq., on October 16, 2023, where the Parties engaged in
9 extensive and adversarial arms-length negotiations. The Parties were unable to reach a resolution
10 on their own, but after the mediation, Mr. Mehta made a mediator's proposal that set forth the
11 material terms of a proposed PAGA settlement. The Parties accepted the mediator's proposal and
12 entered into a Settlement Terms Sheet, memorializing the key settlement terms.

13 23. After additional arms-length negotiations, the Parties executed the Settlement
14 Agreement on January 15, 2024. (See Ex. 1.)

15 24. The Settlement achieved constitutes a fair, adequate, and reasonable compromise
16 of the claims at issue given the risks of continued litigation and the strength of the defenses
17 advanced by Defendant.

18 25. In summary, PAGA Counsel performed a thorough investigation into the claims
19 at issue, which included: (1) determining Plaintiffs' suitability as a private attorney general
20 through interviews, investigations, and analyses of their employment files and related records; (2)
21 evaluating all of Plaintiffs' potential representative claims and those for Aggrieved Employees;
22 (3) researching similar PAGA actions as to the claims brought, the nature of the positions, and
23 the type of employer; (4) analyzing a sampling of time and wage records; (5) reviewing
24 Defendant's employment policies and practices; (6) researching settlements in similar cases; (7)
25 participating in mediation; (8) evaluating Plaintiffs' claims and estimating Defendant's liability
26 for purposes of settlement; (9) reviewing and refining the scope of the claims; and (10)
27 participating in extensive arm's length negotiations with defense counsel aided by the mediator.

28 26. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,

1 I can opine that the Settlement Agreement is fair, reasonable, and adequate, and is in the best
2 interests of the LWDA in light of all known facts and circumstances, including the risk of
3 significant delay, the uncertainty associated with litigation, the uncertainty associated with PAGA
4 claims, and various defenses asserted by Defendant.

5 27. While PAGA Counsel argued that Defendant faced liability in excess of \$20
6 million in aggregate penalties for (initial and subsequent) violations of the Labor Code for (1)
7 Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages;(3) Failure to Provide Meal
8 Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Wages Owed
9 During Employment; (6) Failure to Timely Pay Wages Owed Upon Separation From
10 Employment; (7) Failure to Reimburse Necessary Expenses; (8) Knowing and Intentional Failure
11 to Comply with Itemized Wage Statement Provisions; (9) Failure to Keep Accurate Records; and
12 (10) Failure to Pay Sick Leave at the Proper Rate (including numerous Labor Code sections and
13 IWC Wage Order 4-2001) PAGA Counsel is cognizant that there is at least an argument that
14 Defendant's realistic exposure would be approximately \$1,968,800 (19,688 violative pay periods
15 multiplied by \$100²). Moreover, PAGA Counsel is cognizant of the risks involved with these
16 types of PAGA representative actions. After calculating Defendant's exposure under PAGA, I
17 then discounted that exposure for settlement purposes to account for the risks of continued
18 litigation, including: (i) the strength of Defendant's defenses on the merits; (ii) the risk of losing
19 at trial; (iii) the significant risk that the Court would exercise its discretion under PAGA to
20 drastically reduce the maximum civil penalties available by statute; (iv) the chances of a favorable
21 verdict being reversed on appeal; (v) the potential for a change in applicable law which would
22 undercut the PAGA claim; and (vi) the difficulties attendant to collecting on a judgment. Taking
23 into account the above contingencies, I determined that the initial realistic exposure estimate of
24 \$1,968,800 should be reduced by approximately 55%, bringing the potential realistic liability to
25 approximately \$1,082,840.

26 28. The Settlement therefore constitutes a fair, adequate, and reasonable compromise
27

28 ² Moreover, PAGA Counsel is aware that certain statutes provide for different penalties under PAGA (e.g., LC 226.3 provides for \$250 for an initial violation and \$1,000 for a subsequent violation); however, for the sake of discussion PAGA Counsel evaluated the claims using a \$100/\$200 framework.

of the claims at issue. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement that the Parties request that the Court approve on this Motion.

The Terms of the Settlement

29. The Settlement Agreement negotiated by the parties provides for Defendant to pay \$500,000 as the “Gross Settlement Amount.” (Ex. 1 at Settlement, ¶¶ 18, 40.) From the Gross Settlement Amount, Plaintiffs will apply for the following allocations: (1) up to \$166,666.67 shall be paid to Plaintiffs’ Counsel (“PAGA Counsel) for payment of attorneys’ fees (*Id.* at ¶ 43.); (2) up to \$13,427.31 shall be paid to Plaintiffs’ Counsel for litigation expenses incurred in prosecuting the PAGA claims (*Id.*); (3) up to \$15,000 (\$7,500 each) shall be paid to Plaintiffs Ventura and Martinez (*Id.* at ¶ 44.), (4) up to the amount of \$7,700 shall be paid for Settlement Administration Costs to the Settlement Administrator , ILYM Group, (*Id.* at ¶ 40.), and (5) of the \$297,355.07 Net Settlement Amount (“General PAGA Penalty Fund”) 75% or \$223,016.30 will be paid to the LWDA and 25% or \$74,338.77 to the Aggrieved Employees (*Id.* at ¶ 41.). Any reduction in awards from these maximum amounts will be added to the Net Settlement Amount.

30. The Settlement is subject to Court approval consistent with Labor Code § 2699. Upon approval, the Net Settlement Amount shall be allocated 75% to the LWDA and 25% among Aggrieved Employees.

31. The “Aggrieved Employees” means all current and former hourly non-exempt employees of Defendant in California from August 1, 2021, to the January 14, 2024 (Ex. 1 at ¶ 9.)

32. The Covered Period means the period from August 1, 2021, to the January 14, 2024. (Ex. 1 at ¶ 12.) It is currently estimated that there are 610 Aggrieved Employees for the period of August 1, 2021, to January 4, 2024 and 19,688 pay periods.

33. The 25% payable to the Aggrieved Employees (referred to as the “Aggrieved Employee Share”) will be divided among the Aggrieved Employees as follows: The AE Share Variable is the AE Share multiplied by the quotient of (a) the number of Eligible Pay Periods worked by that Aggrieved Employee during the applicable Covered Period divided by (b) the total number of Eligible Pay Periods worked by all Aggrieved Employees during the Covered

Period; each Aggrieved Employee (including Plaintiffs) shall receive a pro rata share of the AE Share equal to the AE Share multiplied by the Aggrieved Employee's AE Share Variable.

34. Within 21 calendar days after the entry of the Judgment in the Litigation approving the PAGA Settlement, Defendant will compile a list of all Aggrieved Employees. (Ex. 1 at ¶ 50.) Within 45 calendar days after entry of the Judgment in the Litigation approving the PAGA Settlement, Defendant shall transmit the entire Gross Settlement Amount due under this Settlement Agreement to the Settlement Administrator for deposit into the Settlement Fund Account. (*Id.* at ¶ 51.)

35. Within 10 calendar days after the Effective Date, provided that the Effective Date has occurred, the Settlement Administrator shall distribute all payments due under the Settlement (with the exception of the amount allocated to settlement administration costs). (Ex. 1 at ¶ 51.) The Effective Date is the date the Judgment becomes Final. (*Id.* ¶ 16.). "Final" means the earlier of: (1) the date that the time to appeal the Judgment entered in the Litigation approving the PAGA Settlement has expired; or (2) the date on which any appeal of the Judgment entered in" (*Id.* at ¶ 51.)

36. If the Effective Date has not occurred within thirty (30) days of the deadline to fund the qualified settlement account, the Settlement Administrator will return the Gross Settlement Amount to Defendant, and Defendant shall not be required to fund the qualified settlement account until the Effective Date occurs. (Ex. 1 at ¶ 51.)

37. Settlement checks shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of their issuance. (Ex. 1 at ¶ 53.) Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division, in the name of the affected Aggrieved Employee. (*Id.*) Aggrieved Employees will remain subject to the Judgment and associated release of claims, even if their settlement checks are returned to the Settlement Administrator or otherwise not negotiated. (*Id.*)

38. Upon approval by the Court, Plaintiffs and each Aggrieved Employee will release Defendant and each Released Party of the Released Claims set forth in the PAGA Release. (Ex.

1 at ¶ 46.) Per the PAGA Release (*Id.*): Upon the entry of the Judgment in accordance with this PAGA Settlement and contingent upon funding of the Gross Settlement Amount, Plaintiffs, the State of California on whose behalf Plaintiffs have brought the Litigation, and all the Aggrieved Employees will be forever barred from pursuing against Defendant and Defendant Releasees any and all claims for civil penalties under PAGA arising during the applicable Covered Period that were alleged in the Litigation or any associated LWDA submissions by Plaintiffs, or that could have been alleged based on the facts alleged in Plaintiffs' complaint or any associated LWDA submission by Plaintiffs.

39. The LWDA will be served with a copy of this motion with the Settlement Agreement through the online process as required by Labor Code § 2699(l), and therefore the LWDA has been provided notice of this PAGA settlement and this motion. This service on the LWDA is verified in the accompanying proof of service. The proof of electronic submission is attached hereto as **Exhibit 4**.

THE PAGA SETTLEMENT IS FAIR AND REASONABLE

40. While PAGA and its legislative background do not explicitly mandate a Court's evaluation of a PAGA settlement against the "value" of the claims, the penalties proposed here are also reasonable within this framework.

41. In this case, Plaintiffs' expert calculated Defendant's maximum potential penalty exposure to be around \$23.9 million. The analysis assumes full penalties were awarded, and that stacking was allowed. The penalties were also based upon \$100 per employee per violation for each initial violation and \$200 per employee per violation for each subsequent violation. This sum did not take into account Defendant's defenses or discount liability based upon potential risks. This maximum liability was also based on our expert's extrapolation from the sampling that there were approximately 21,712 pay periods in the PAGA Period—which is higher than the actual pay period count. At the core of the analysis were the penalties associated with the failure to pay minimum wages, failure to pay overtime, failure to provide meal periods or lawful premiums in lieu thereof, failure to authorize and permit rest period or lawful premiums in lieu thereof, record-keeping violations, failure to reimburse expenses, and failure to pay wages during

1 employment and at termination. Counsel determined that this maximum sum was not realistic
2 based upon the strength of Defendant’s defenses, issues of proof, and risks associated with
3 continued litigation, as well as the authorities set forth below.

4 42. Intentionally omitted.

5 43. Based upon the current estimates provided by Defendant, Plaintiff’s Counsel
6 estimates that maximum realistic liability that Defendant faced during the PAGA period was
7 approximately \$1,968,800.00 based on approximately 610 Aggrieved Employees for the period
8 of August 1, 2021, to January 4, 2024 and 19,688 pay periods. The risks associated with
9 continuing the litigation underscore that the Settlement represents a fair resolution of the
10 contested claims, achieved through thorough arm's length negotiations. Additionally, Defendant
11 denies any liability, arguing that if any were to be established, it is likely that the Court would
12 exercise its discretion to lessen any penalties, asserting that any violations were unintentional and
13 of minor consequence.

14 44. Regarding the calculation of civil penalties, PAGA stipulates a \$100 penalty per
15 aggrieved employee for each pay period of the first violation and usually \$200 for each aggrieved
16 employee for subsequent violations, as per Labor Code § 2699(f)(2). Plaintiffs, citing *Amaral v.*
17 *Cintas Corp.*, 163 Cal.App.4th 1157 (2008), contended that a \$200 civil penalty should be levied
18 for each violation after Plaintiffs had notified Defendant of their claims via PAGA letters to the
19 LWDA. In contrast, the Defendant strongly disagreed, referencing a later district court
20 interpretation of *Amaral*. This interpretation stated that a \$200 civil penalty for “subsequent”
21 violations can only be imposed after an employer is notified of a violation by a court or
22 commission (*Amalgamated Transit Union Local 1309 v. Laidlaw Transit Servs.*, C.D. Cal 2009).
23 This viewpoint is supported by several cases, including *Bernstein v. Virgin Am., Inc.*, 990 F.3d
24 1157, 1173 (9th Cir. 2021) and *Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019
25 WL 2436998, which states that heightened penalties are not applicable until an employer is
26 formally notified of a Labor Code violation by a court or the Labor Commissioner. As a result,
27 Defendant argued that the \$200 penalty rate was not applicable, as they had not been previously
28 cited for such violations.

1 45. Plaintiffs maintained that penalty stacking was permissible, arguing for a \$100
2 penalty for each initial Labor Code violation and \$200 for subsequent ones, suggesting that
3 separate penalties for each violation could potentially subject Defendant to nearly \$24 million in
4 liability for both initial and subsequent violations. On the other hand, Defendant vehemently
5 opposed this view, insisting that the maximum penalty under PAGA should not exceed \$100 per
6 pay period, citing various precedents to support this stance (as previously detailed). Defendant
7 argued against the possibility of penalty stacking, noting that even if permissible, it's rare for
8 courts to exercise discretion in favor of such stacking. Aware of this perspective, PAGA Counsel
9 acknowledged that, based on this line of reasoning, Defendant's highest potential liability for the
10 primary claims (including unpaid minimum and overtime wages, regular rate violations (sick,
11 OT, and premiums), meal/rest violations, and related claims for wage statement violations and
12 waiting time penalties) might be estimated at about \$1,968,800.00 . This figure is derived from
13 multiplying 19,688 violative pay periods by \$100 per period.

14 46. However, this projected maximum realistic liability doesn't consider various
15 potential risks and defenses against the claims presented. Defendant denies all factual allegations
16 raised by Plaintiffs, denies any wrongdoing, and contends that it complied with all laws at all
17 times relevant.

18 47. For instance, Defendant asserts that it adheres to a comprehensive time reporting
19 policy, ensuring employees are paid for all time worked, including overtime. It asserted that its
20 policies are facially compliant and that the timekeeping system automatically compensates for
21 breaks and that employees are encouraged to report any policy violations; managers are prohibited
22 from asking employees to work off the clock; and Defendant contends that it adds five minutes
23 to each remote worker's daily timecard to account for login and boot up time.

24 48. Defendant also argues that it provides more than the required rest breaks and meal
25 periods in accordance with the law. It argued that employees are provided with two 15-minute
26 paid rest breaks and an unpaid 30-minute meal break for shifts exceeding five hours. For shifts
27 longer than ten hours, a second meal break is provided. Defendant contends that its rest period
28 policies exceed the state law requirements, which mandate a 10-minute paid rest break. Defendant

1 asserts that they not only meet but exceed state requirements, thereby negating any claims of
2 break policy violations. Defendant also argues that they provide necessary equipment, like
3 computers and software, for remote work and reimburse employees for internet expenses.

4 49. Further, Defendant asserts that even if the claims were substantiated, this
5 estimation does not consider the courts' broad discretion to reduce civil penalties based on the
6 specifics of a case, particularly if full penalties would be unjust, arbitrary, oppressive, or
7 confiscatory, as per Labor Code § 2699(h). Additionally, Defendant challenges the fundamental
8 validity of the claims, especially arguing that the standards of "willfulness" and the existence of
9 "good faith" defenses significantly diminish the certainty of any civil penalties. Given these
10 factors, Plaintiffs believed that the maximum realistic exposure should be reduced by at least
11 55%, bringing the potential liability to approximately \$1,082,400.

12 50. In the face of these defenses, Plaintiffs successfully secured a settlement wherein
13 Defendant agreed to pay \$500,000 (approximately 46% of the realistic liability) to resolve the
14 action. This outcome is highly favorable and stands as a particularly reasonable resolution
15 considering the risks and uncertainties inherent in the PAGA claims in this case. The amount is
16 adequate to fulfill the objectives of PAGA without being deemed unjust, arbitrary, oppressive, or
17 confiscatory.

18 **PLAINTIFFS' SEPARATE INDIVIDUAL SETTLEMENT IS PROPER**

19 51. Plaintiffs are former employees of Defendant who have displayed exceptional
20 courage in challenging their former employer's actions by filing this lawsuit. Their belief is that
21 Defendant should be held accountable for its serious violations of the Labor Code. As a result of
22 Plaintiffs' actions, there has been a substantial recovery under PAGA. Throughout the process,
23 Plaintiffs have been active participants, providing valuable information, sharing vital documents,
24 and keeping themselves well-informed about the progress of the case. Their dedication and efforts
25 have been instrumental in achieving a positive outcome. Plaintiffs' unwavering commitments to
26 justice and fairness are highly commendable and were critical to achieving this substantial
27 settlement.

28 52. Plaintiffs' decision to resolve their individual claims as part of their individual

Enhancement and General Release Payments (as detailed in Exhibit 1, ¶¶ 40(d), 44) align perfectly with the provisions of the California Labor Code. This law explicitly allows Plaintiffs to independently settle personal damage claims while simultaneously pursuing PAGA claims on behalf of aggrieved employees. The PAGA statute, specifically Labor Code § 2699(g)(1), states that “[n]othing in this part shall operate to limit an employee’s right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.” This provision not only upholds but encourages the right of employees to seek individual claims in conjunction with PAGA actions. Such an approach is in complete harmony with the fundamental understanding that PAGA claims, aimed at securing civil penalties for aggrieved employees, are distinct and separate from personal claims for unpaid wages and statutory penalties.

53. The Individual Settlement Payments, constituting two percent of the Gross Settlement Amount, are entirely justifiable. It's important to recognize that without the Plaintiffs’ proactive involvement, neither LWDA nor the aggrieved employees would have benefitted from the outcomes of this action. The value and impact of the Plaintiffs’ actions cannot be overstated. Moreover, given that the Plaintiffs are fully within their rights to resolve both of their individual and PAGA claims, it is respectfully submitted that this Court should acknowledge the fairness and prudence of the Settlement Agreement and approve the Individual Settlement Payment. This approval would not only honor the legal process but also underscore the effectiveness of assertive legal action in achieving equitable results for all parties involved.

THE REQUESTED ATTORNEYS’ FEES ARE FAIR AND REASONABLE

54. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States District Court for the Central District of California. After approximately five months of service for Judge Marshall, I became a full-time extern for the United States Attorney’s Office, Central District of California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The

1 same year, I was admitted to practice law in the State of California.

2 55. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based
3 out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department
4 litigating Plaintiffs related employment issues such as: Wrongful Termination, Age
5 Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the
6 success and experience I obtained litigating employment related matters; I commenced the
7 Wage and Hour division of our employment department in 2002. Since then, I have spent the
8 vast majority of my practice litigating Wage and Hour Class Actions.

9 56. In 2007, I incorporated my wage and hour class action practice as James
10 Hawkins APLC. Since its inception, this law firm has been exclusively involved in class action
11 and complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting
12 wage and hour class actions.

13 57. I have a great deal of experience in wage and hour class action and representative
14 action litigation. I have obtained certification of numerous classes and have obtained resolutions
15 of numerous other class actions and representative actions. I have also been approved as class
16 counsel in many other wage/hour class actions, and I am currently litigating numerous others.
17 Although not an all-inclusive list, over the years I have prosecuted the following class action
18 matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those
19 associated with this action:

20 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
21 2009-00268714-CU-OE-CXC.

22 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
23 No.: 09-cv-0168.

24 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
25 04554.

26 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.

27 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
28 SACV08-00412.

- 1 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
2 Superior Court, Case No. BC393709.
- 3 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
4 Court, Case No. BC 357912.
- 5 h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County
6 Superior Court, Case No. RIC 440630.
- 7 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
- 8 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
9 Case No. 05CC00013.
- 10 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court,
11 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 12 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
13 Case No. RIC 420909.
- 14 m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
15 Case No. CV09-05848.
- 16 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
17 DISTRICT, Case No. SACV 08-680.
- 18 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
19 05CC00128.
- 20 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
21 07CC01292.
- 22 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc*, et al., Los Angeles Superior
23 Court, Case No. BC411477.
- 24 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
25 No. 06CC00099.
- 26 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
27 330145.
- 28 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case

No. CGC-07-461612.

u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No. 07CC00015.

v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case No. 07CC01347.

w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088.

x. *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP 4545.

y. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.

z. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.

aa. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.

bb. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.

cc. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx).

dd. *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-0009616.

ee. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.

ff. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-00611260.

gg. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278.

hh. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-CU-OE-CXC.

ii. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-00817941-CU-OE-CXC.

1 jj. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No.
2 BC554258.

3 kk. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-
4 CU-OE-CXC.

5 ll. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC
6 1800119.

7 mm. *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central
8 District of California Case No. 8:16-cv-001504-DOC-FFM

9 nn. *Vigueras v. Red Robin*, United States District Court for the Central District of
10 California Case No. 8:17-cv-1422-JVS-DFM.

11 oo. *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-2018-
12 00015175-CU-OE-CTL.

13 58. In sum, my firm has been the lead or co-lead counsel in hundreds of cases since
14 its inception. We have recovered hundreds of millions of dollars for employees in the State of
15 California and millions for the State as well through PAGA.

16 59. Our firm has served as class counsel in a number of significant wage and hour
17 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
18 wage and hour class action settlement in California history at \$130,000,000. During this case,
19 the plaintiff's appealed a decertification order. This case involved several appeals. The
20 appellate record amassed an extensive appellate record comprising a 23-volume joint appendix,
21 a three-volume reporters' transcript, five briefs, four letter briefs, two motions for judicial
22 notice, a motion to augment the record, and several additional letters informing the appellate
23 court of new legal authority issued after *Dukes*. The matter was argued to and submitted by the
24 Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order
25 was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut*
26 *Corporation* ("Lubin"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of
27 the Court of Appeal decision to the California Supreme Court. The Supreme Court denied
28 Wackenhut's petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10,

1 2017. Eventually through more litigation, the parties were able to secure the 130 million
2 settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles
3 Superior Court.

4 60. Additionally, in early 2020, our firm served as lead counsel in a class action jury
5 trial in the Central District of California involving the class and PAGA representative claims of
6 over 23,000 employees which were successfully resolved in the midst of trial for \$8,500,000.

7 61. Even more recently, our office along with co-counsel filed an appeal in the 9th
8 circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456,
9 challenging the retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141
10 preemption of California meal and rest periods laws as applied to commercial drivers.

11 62. Our firm has settled many high-stakes class and representative actions. Hawkins'
12 settlements have directly compensated hundreds of thousands of California workers and
13 consumers. Hawkins' actions have also forced employers to modify their policies for the benefit
14 of employees including changing the compensation structure for certain employees and
15 changing practices to ensure that workers will be able to take timely rest and meal breaks. A
16 leader in prosecuting PAGA enforcement actions, Hawkins has secured millions of dollars in
17 civil penalties for the State of California.

18 63. Based on our experience, demonstrated competence, resources to prosecute the
19 claims at issue and reputation among our colleagues in the both the defense and Plaintiffs' bar, I
20 respectfully submit our firm's experience in the field of wage and hour cases provides us the
21 ability to prosecute claims swiftly and often times without the need for protracted litigation.
22 Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class
23 members when challenged and necessary.

24 64. Here, the Parties' agreement to pay PAGA Counsel's fees of up to \$166,666.67
25 (or approximately 1/3 of the Gross Settlement Amount) is reasonable. To date, my firm has
26 expended approximately 248.5 hours litigating this matter. Accordingly, the total lodestar
27 amount is \$184,380.00 and no multiplier is required for the requested fee award. I submit that
28 the requested attorneys' fees of one-third the Gross Settlement Amount that PAGA Counsel has

obtained on behalf of the Plaintiffs, State and the Aggrieved Employees is fair and reasonable, as are the hourly rates at which our attorneys bill.

James Hawkins APLC Lodestar Summary				
Timekeeper	Years	Hours	Rate	Total
James Hawkins, Esq.	26	82.7	\$1050	\$86,835.00
Christina Lucio	16	65.2	\$775	\$50,530.00
Mitchell Murray	12	38.9	\$750	\$29,175.00
Associate Attorneys	1-2	22	\$450	\$9,900.00
Paralegal Staff		39.7	\$200	\$7,940.00
TOTALS		248.5		\$184,380.00

65. I have devoted in excess of 82.7 hours in prosecuting the Action on behalf of Plaintiffs and the State. The following is a summary of my tasks and activities in prosecuting this matter: review client intakes; conferences regarding additional client and issues; research and investigation regarding claims; client interviews; review documents provided by clients; conferences regarding claims and causes of action; review class action complaint and PAGA notice; reviewing the PAGA complaint; conferences related to litigation and discovery plan; correspondence with counsel in related actions; conferences with counsel in related actions; conferences with witnesses; memos and notes regarding interviews and claims; due diligence; conferences re strategy; reviewing documents to prepare for mediation; preparation and strategy regarding litigation of the action; preparation and strategy regarding the mediation; preparing damages models and consulting with experts; reviewing issues related to arbitration agreement and legal issues; conferences regarding settlement agreement; review and revise pleadings and declarations in support of approval; consulting regarding client inquiries; consulting with expert; conferences and correspondence regarding the action. My hourly rate is \$1,050.00 per hour. The number of hours I have expended for work performed and the corresponding attorney's fees of \$86,835.00 are reasonable and necessary.

66. Christina Lucio is Of Counsel to James Hawkins, APLC. She has devoted in excess of 65.2 hours in prosecuting the Action. Such hours were reasonable and necessary. Ms. Lucio has 16 years of experience and primarily handled the day-to-day litigation of this matter during the action. Ms. Lucio graduated from the University of California, Riverside in 2003 and received her law degree from the University of Southern California in 2007. She has been a

1 member of the State Bar of California since 2007. Her practice focuses primarily on
2 employment law including wrongful termination, discrimination, retaliation, wage and hour
3 violations (individual and class action), and sexual harassment claims. In recent years, a
4 substantial part of her practice has been focused on class actions, including wage and hour
5 litigation. The following is a summary of Ms. Lucio's tasks and activities in prosecuting this
6 matter: conferences with clients regarding claims, review client documents, research regarding
7 Defendant entities, draft and revise CMC statements, draft complaints and revise same, draft
8 and revise PAGA notices, review arbitration agreements and legal issues, conferences
9 regarding arbitrations, draft informal discovery list for mediation, preparing discovery plans,
10 day to day correspondences, conferences with defense counsel, research regarding legal issues
11 and claims, correspondence with clients, correspondence with defense counsels, review defense
12 document production and mediation preparation, meet and confer efforts, conference regarding
13 mediation preparation, assist with the drafting of the mediation brief, strategizing regarding
14 damages model and research re theories, participating in conferences with consultants regarding
15 claims and potential barriers to resolution, continued negotiations post-mediation with defense
16 counsel, work with prospective administrators for bids, correspondence regarding settlement,
17 multiple drafts and revisions regarding settlement agreement and notice documents, review and
18 revise approval motion and supplemental documents, review and revise related documents,
19 appear at case management conferences, and review and revise complaints. Ms. Lucio's hourly
20 rate is currently \$775 per hour. The number of hours Ms. Lucio expended for work performed
21 and the corresponding attorney's fees of \$50,530.00 are reasonable and necessary.

22 67. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a 2007
23 graduate of the University of California, San Diego and 2012 graduate of California Western
24 School of Law. He was admitted to the State Bar of California in 2012. He is a member of the
25 Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super
26 Lawyers Magazine. Mr. Murray's legal experience has focused primarily on all areas of
27 employment law. Since 2016, he has focused his practice in the area of wage and hour class
28 action. Mr. Murray has dedicated 38.9 hours in prosecuting this action on behalf of Plaintiffs

1 and the class. Such hours are reasonable and necessary. The following is a summary of Mr.
2 Murray's tasks and activities in prosecuting this matter: conferences with clients, damages
3 analysis, research regarding claims and defenses, preparing for and attending mediation,
4 assisting with pleadings and motions in the approval process, reviewing and revising the
5 settlement agreement, conferences with the mediator. Mr. Murray's hourly rate is \$750.00 per
6 hour. The number of hours expended by Mr. Murray for work performed and the corresponding
7 attorney's fees of \$29,175.00 are reasonable and necessary.

8 68. Our associate attorneys, including Eric Tims, have dedicated approximately 22
9 hours to prosecuting this action on behalf of Plaintiffs and the aggrieved group. Our associates'
10 hourly rates are \$450.00 per hour. The following is a summary of our associates' tasks and
11 activities in prosecuting this matter: conferences re action, reviewing and revising agreement,
12 drafting approval motion and supporting documents, reviewing settlement agreement, and
13 correspondence with the administrator. The number of hours expended by our associates for
14 work performed and the corresponding attorney's fees of \$9,900.00 are reasonable and
15 necessary.

16 69. Our paralegals have dedicated over 39.7 hours in assisting with the prosecution
17 of this case. Their hourly rate is \$200.00 per hour. The number of hours expended for work
18 performed and the corresponding fees of \$7,940.00 are reasonable and necessary.

19 70. We respectfully submit that our hourly rates are reasonable in light of the hourly
20 rates charged in the marketplace for comparable skill, years of experience and services. A true
21 and correct copy of the 2021 Wolters Kluwer Real Rate Report, attached as **Exhibit 5**, and the
22 Laffey Matrix, attached as **Exhibit 6**.

23 71. We have borne the entire risk and cost of this litigation on a pure contingency fee
24 basis.³ The legal issues raised drew significantly upon our experience and the extensive review
25 and analysis of documents and information by me and others at my firm. In a complex action
26 such as this, the proposed attorneys' fees are on the low side of the market rate for contingency
27

28 ³ Indeed as an example, James Hawkins APLC litigated a certified class case entitled Cole, et. al. v. CRST, in the Central District of California Case No. ED-CV 08-1570-VAP, for approximately 11 years which ultimately resulted in Judgment in favor of the Defendant and confirmed on appeal, where hundreds of thousands of dollars in costs including thousands of hours of attorney time by Plaintiffs were never recovered.

1 fees as we have invested numerous hours and costs into the litigation of this matter. We have
2 also incurred or will incur approximately \$13,427.76 in costs for, among other things, filing and
3 service fees, expert fees, mediation, certified mailings, and related expenditures. Accordingly,
4 we request an award of all such reasonable costs. The Settlement provides for the payment of
5 costs up to \$15,000 and any allocation to costs not awarded will return to the Net Settlement
6 Amount. Thus, Plaintiffs respectfully submits that the requested fee and cost awards are fair
7 and reasonable terms of the Settlement, and should be approved. Attached as **Exhibit 7** is a true
8 and correct itemization of the costs incurred in the prosecution of the action.

9
10
11
12
13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed on February 16, 2024, in Irvine, California.

16
17
18 
19 _____
James R. Hawkins

EXHIBIT 1

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement is made and entered into by and between Plaintiffs Rosio Ventura and Duana Martinez, as private attorney generals acting on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”), on the one hand, and Defendant Conduent Commercial Solutions, LLC, on the other hand.

This Settlement shall be binding on Plaintiffs, the State of California, the Aggrieved Employees (as defined below), and Defendant, subject to the terms and conditions herein, the approval of the Court and entry of Final Judgment (as defined below), and the occurrence of the Effective Date (as defined below).

I. NATURE OF ACTION

1. On June 3, 2022, Plaintiff Ventura sent notice to the Labor and Workforce Development Agency (“LWDA”) of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

2. On January 6, 2023, Duana Martiez sent a notice to the LWDA of her intent to pursue a representative PAGA action on behalf of herself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

3. On August 9, 2022, Plaintiff Ventura filed a complaint in Kern County Superior Court entitled *Rosio Ventura, individually and, on behalf of all others similarly situated, Plaintiff v. Conduent Commercial Solutions, LLC and DOES 1-50, inclusive, Defendants*, Case No. BCV-22-102043. Plaintiff Ventura asserted PAGA claims based on allegations of failure to pay all wages, failure to pay all minimum wages, failure to pay all overtime wages, failure to provide timely and compliant meal periods, failure to provide timely and compliant rest periods, failure to maintain proper timekeeping records, failure to provide accurate and itemized wage statements, failure to timely pay all wages due to terminated/separated employees, failure to reimburse for

necessary business expenses, and failure to pay sick leave at the proper rate on behalf of the State of California and all other aggrieved, non-exempt hourly employees.

4. In accordance with the terms of this Agreement, Plaintiff Ventura amended her complaint to name Martinez as an additional Plaintiff and incorporate by reference the allegations contained in Martinez's administrative submissions to the LWDA. The First Amended Complaint asserts PAGA claims based on allegations of failure to pay all wages, failure to pay all minimum wages, failure to pay all overtime wages, failure to provide timely and compliant meal periods, failure to provide timely and compliant rest periods, failure to maintain proper timekeeping records, failure to provide accurate and itemized wage statements, failure to timely pay all wages due to terminated/separated employees, failure to reimburse for necessary business expenses, failure to pay sick leave at the proper rate, and violation of the Unfair Competition Law on behalf of the State of California and all other aggrieved, non-exempt hourly employees.

5. In advance of the mediation of this matter, Defendant provided Plaintiffs with meaningful information, including Defendant's production of, among other things, time and pay data for a sampling of the Aggrieved Employees; personnel files, time and pay records for Plaintiffs; job descriptions, wage statement information and exemplars, arbitration agreement exemplars, Defendant's policies, procedures and other documentation pertaining to the claims at issue in the Litigation; and the number of potentially Aggrieved Employees and the number of pay periods at issue. Plaintiffs also propounded, and Defendant provided responses to, informal, written discovery.

6. On October 16, 2023, the Parties attended a full-day mediation with experienced wage-and-hour mediator Steven G. Mehta, Esq. At mediation, the Parties were able to agree to this Settlement in principle and memorialized that agreement in a Settlement Term Sheet. In addition to and separate from this PAGA Settlement Agreement, Plaintiff Ventura and Plaintiff Martinez have each agreed, in their individual capacities, to execute a general release of all known and unknown claims other than PAGA claims that they may have against Defendant arising out of their employment (the "Individual Settlement Agreements"). The Parties agree that the Individual

Settlement Agreements constitute additional consideration for the Enhancement and Release General Release Payments.

II. DEFINITIONS

7. “AE Share” means the portion of the General PAGA Penalty Fund distributed to the Aggrieved Employees.

8. “AE Share Variable” means the AE Share multiplied by the quotient of (a) the number of Eligible Pay Periods worked by that Aggrieved Employee during the applicable Covered Period divided by (b) the total number of Eligible Pay Periods worked by all Aggrieved Employees during the Covered Period.

9. “Aggrieved Employee” or “Aggrieved Employees” means all current and former non-exempt employees employed in California by Conduent Commercial Solutions, LLC between August 1, 2021 and through January 14, 2024. It is estimated that the number of Aggrieved Employees will be approximately 573.

10. “Aggrieved Employee Share” means each Aggrieved Employee’s individual share of the 25% of PAGA penalties allocated to the Aggrieved Employees as set forth below and in accordance with Labor Code section 2699(i).

11. “Covered Claims” means those claims released in Section V. The Aggrieved Employees will not be deemed to have released any claims other than PAGA wage and hour claims by virtue of this PAGA Settlement.

12. “Covered Period” means the period of August 1, 2021 through January 14, 2024.

13. “Court” means the Kern County Superior Court.

14. “Defendant” means Conduent Commercial Solutions, LLC.

15. “Defense Counsel” means Heather D. Hearne of The Kullman Firm.

16. “Effective Date” means the date the Judgment becomes Final. “Final” shall mean the earlier of: (1) the date that the time to appeal the Judgment entered in the Litigation approving the PAGA Settlement has expired; or (2) the date on which any appeal of the Judgment entered in

the Litigation has been fully and finally resolved in a way that approves and does not alter the terms of the Settlement.

17. “Eligible Pay Periods” means the total number of pay periods in which each Aggrieved Employee performed work during the applicable Covered Period.

18. “Gross Settlement Amount” means the gross sum of \$500,000.00.

19. “Judgment” means judgment to be entered by the Court in the Ventura Litigation according to the terms of this Settlement in a form identical, or substantially identical, to Exhibit A, attached hereto.

20. “LWDA Share” means the portion of the General PAGA Penalty Fund distributed to the LWDA.

21. “The Litigation” means the civil action pending in Kern County Superior Court entitled *Rosio Ventura, individually and, on behalf of all others similarly situated, Plaintiff v. Conduent Commercial Solutions, LLC and DOES 1-50, inclusive, Defendants*, Case No. BCV-22-102043..

22. “PAGA Counsel” means James R. Hawkins, Christina Lucio, and Mitchell Murray of James Hawkins, APLC.

23. “PAGA Representatives” or “Plaintiffs” means Rosio Ventura and Duana Martinez.

24. “Parties” means Plaintiffs and Defendant.

25. “Releasees” or “Defendant Releasees” means Defendant and any and all of their predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates and all of their and those entities’ current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.

26. “Settlement Administrator” means ILYM Group, Inc.

27. “Settlement Notice” means the letter agreed upon by the Parties explaining the terms of this Settlement that will be included with the mailing of each Aggrieved Employee’s settlement payment and is attached hereto as **Exhibit B**.

28. “Settlement” or “PAGA Settlement” or “PAGA Settlement Agreement” or “Agreement means this PAGA Settlement and Release Agreement and associated exhibits.

III. REPRESENTATIONS

29. Plaintiffs have brought claims seeking civil penalties under PAGA asserting various violations of the California Labor Code.

30. Plaintiffs received meaningful information from Defendant through pre-mediation information exchanges and through informal discovery, including information about Defendant’s policies and practices, the number of Aggrieved Employees and number of pay periods at issue. The information and document exchanges have allowed Plaintiffs and their counsel to evaluate the claims and defenses, and risks of further litigation.

31. Defendant denies all of the allegations made by Plaintiffs. Specifically and without limitation, Defendant asserts that throughout the relevant time period, it has maintained legally compliant policies that ensure its employees are trained to thoroughly and accurately record all of the time they work and meal periods; are paid correctly and in full for all of the time they work; are provided the opportunity to take timely uninterrupted meal and rest breaks; are reimbursed for necessary business expenses; and are paid the required premiums when they are precluded from taking meal or rest breaks.

32. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, and deny any liability or intentional wrongdoing whatsoever. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contend that the Litigation is without merit. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Litigation. Nevertheless,

Defendant has agreed to this PAGA Settlement in order to resolve this matter and avoid the business disruption and expense posed by defending the Litigation.

33. The Parties recognize that the issues presented in the Litigation are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation. The Parties agree that all claims and defenses were asserted in good faith.

34. Plaintiffs and PAGA Counsel contend that they have diligently pursued an investigation of the Aggrieved Employees' claims against Defendant.

35. Based on their own independent investigations and evaluations, Plaintiffs and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth herein is fair, reasonable, and adequate and is in the best interests of Plaintiffs, the State of California, and the Aggrieved Employees in light of all known facts and circumstances and the risks inherent in litigation, including potential appellate issues.

36. The purpose of this Settlement is to settle and compromise the Litigation and all Covered Claims that Plaintiffs, the State of California, and the Aggrieved Employees have under PAGA against Defendant and the Defendant Releasees based upon the facts and circumstances alleged in the complaint(s) and/or PAGA letters. Neither the existence of this Settlement nor anything contained in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of the Defendant. To the extent the Effective Date does not occur, nothing herein shall preclude the Defendant from taking the position later in the Litigation that the claims asserted lack merit, that representative proceedings would be unmanageable or otherwise inappropriate, or the claims fail for any other substantive or procedural reason. Settlement of the Litigation, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the Settlement of the Litigation: (a) are not, shall not be deemed to be, and may not

be used as, an admission or evidence of any wrongdoing or liability on the part of the Defendant or of the truth of any of the factual allegations in the operative Complaint in the Litigation; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of the Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of the Defendant's right to compel arbitration of any dispute with an Aggrieved Employee.

IV. TERMS OF SETTLEMENT

37. In consideration of the mutual covenants, promises, and representations set forth in this Settlement, Plaintiffs, on behalf of the State of California as Private Attorneys General, and Defendant agree to settle and compromise the Litigation and the Covered Claims, subject to the terms and conditions set forth in this Settlement Agreement.

38. Amendment of the Complaint. The Parties agree that prior to the Parties submitting the PAGA Settlement to the Court for approval, Plaintiff Ventura shall seek leave to and shall amend her operative complaint in the Litigation to: (1) add Plaintiff Martinez as an additional plaintiff and (2) incorporate all of the factual and legal allegations contained in Plaintiff Martinez's notice to the LWDA, including claims under Labor Code §§ 201, 202, 204, 212, 226, 226.2, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1197, 1198, and 2802, and Wage Order 4-2001. This will be the extent of the amendments to the complaint in the Litigation, and Defendant will stipulate to these amendments only. When submitting the stipulation for leave to make these amendments in the Litigation, the Parties shall advise the Court as part of the stipulation that they have reached a Settlement, which calls for these amendments, and that they will be submitting the Settlement for approval once the amendments are permitted and effectuated.

39. Approval of PAGA Settlement. Once the complaint is amended in the Litigation as set forth in Section 38, the Parties shall promptly file the PAGA Settlement Agreement and

associated motion for approval with the Court in the Litigation. The obligations imposed by this PAGA Settlement on Defendant, including any and all payment obligations, are conditioned on the Court's approval of the PAGA Settlement, and the Court's subsequent entry of the Judgment and its associated finality. Failure to receive approval from the Court of this PAGA Settlement and to enter the Judgment will render this PAGA Settlement void, and the Parties shall return to the litigation of Plaintiffs' PAGA claims as if this PAGA Settlement was never executed. In the event that this PAGA Settlement does not receive Court approval, the Parties agree that the PAGA Settlement shall have absolutely no effect on the litigation of Plaintiffs' PAGA claims, and the Parties hereby waive any argument to the contrary, and the terms and negotiation of this PAGA Settlement shall remain subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.

40. The Amount of Settlement. As consideration for the settlement described herein and the releases contained in this Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount of \$500,000.00. The Gross Settlement Amount will be allocated as follows:

- (a) PAGA Counsel's reasonable attorneys' fees of one-third of the Gross Settlement Amount (estimated \$166,666.67);
- (b) PAGA Counsel's request for allowable costs of up to \$15,000.00;
- (c) Reasonable settlement administration costs, which are estimated to be up to \$7,700 and will be paid to the Settlement Administrator, provided that if these costs exceed this estimated amount, the additional amount will be paid through a downward adjustment to the General PAGA Penalty Fund;
- (d) A payment to Plaintiff Ventura in the amount of \$7,500.00 and a payment to Plaintiff Martinez in the amount of \$7,500 (the "Enhancement and General Release Payments")(total \$15,000); and
- (e) The remainder of the Gross Settlement Amount after deducting the items set forth in subsections (a), (b), (c) and (d) herein shall be designated as the "General PAGA Penalty Fund," which is estimated to be \$305,633.00.

41. Allocation and Calculation of the General PAGA Penalty Fund. The General PAGA Penalty Fund shall be divided as follows: 75% to the LWDA as the LWDA Share (estimated approximately \$229,224.75) and 25% to the Aggrieved Employees as the AE Share (estimated approximately \$76,408.25).

42. Each Aggrieved Employee (including Plaintiffs) shall receive a pro rata share of the AE Share equal to the AE Share multiplied by the Aggrieved Employee's AE Share Variable.

43. PAGA Counsel's Fees and Costs. As part of the request for approval of this Settlement, PAGA Counsel will request Court approval of one-third of the Gross Settlement Amount (estimated \$166,666.67) in reasonable attorneys' fees to be paid to James Hawkins, APLC. PAGA Counsel will request cost reimbursement in an amount not to exceed \$15,000 for allowable costs incurred by PAGA Counsel. Should PAGA Counsel request and/or the Court award a lesser amount for attorneys' fees and costs, the difference shall be allocated to the General PAGA Penalty Fund and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Litigation and all work remaining to be performed in fully and finally resolving the Litigation, including, but not limited to, securing Court approval of the Settlement, attending any court hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur.

44. Enhancement and General Release Payments. With regard to the Enhancement and General Release Payments, the Parties agree that these payments are in exchange for Plaintiffs' work as representative plaintiffs and the execution of Individual Settlement Agreements to the benefit of Defendant and all of its affiliates and agents. This release in the Individual Settlement Agreement shall be a general release of all known and unknown claims each may have against Defendant and all of its affiliates and agents. The Parties agree that any of the Plaintiffs' failure to execute the Individual Settlement Agreement contemplated herein and in a form acceptable to

Defendant will preclude the payment of the Plaintiffs' Enhancement and General Release Payment to that Plaintiff. Plaintiffs' Individual Settlement Agreements will fully release and discharge Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant Releasees arising out of or relating to Plaintiffs' employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, other penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release will specifically include any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except as otherwise provided by the PAGA Settlement or by the General Release itself) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein, with a California Civil Code section 1542 waiver. This payment is in addition to Plaintiffs' portions of PAGA penalties to which he or she is entitled under the terms of the PAGA Settlement. Plaintiffs and PAGA Counsel shall be responsible for obtaining approval for the Enhancement and General Release Payments to the Court in the Litigation in connection with the PAGA Settlement. If any portion of these Enhancement and General Release Payments are not awarded by the Court, the difference shall be allocated to the General PAGA Penalty Fund and distributed accordingly.

45. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, the Settlement Administrator shall be responsible for issuing all necessary IRS Forms 1099. The payments to Aggrieved Employees shall be reported as non-wage payments in the year of payment and reported on a Form 1099 with no withholdings or payroll taxes. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledges that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Gross Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement Agreement or any of its

attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved Employee's tax obligations regarding the allocation of the settlement payments. The Settlement Administrator shall be responsible for preparing a Form 1099 reflecting payment of PAGA Counsel Fees & Costs to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

V. RELEASE

46. Release By All Aggrieved Employees. Upon the entry of the Judgment in accordance with this PAGA Settlement and contingent upon funding of the Gross Settlement Amount, Plaintiffs, the State of California on whose behalf Plaintiffs have brought the Litigation, and all the Aggrieved Employees will be forever barred from pursuing against Defendant and Defendant Releasees any and all claims for civil penalties under PAGA arising during the applicable Covered Period that were alleged in the Litigation or any associated LWDA submissions by Plaintiffs, or that could have been alleged based on the facts alleged in Plaintiffs' complaint or any associated LWDA submission by Plaintiffs. The claims released by this PAGA Settlement therefore include all claims for civil penalties and associated fees or costs related to claims for unpaid regular or premium wages (as defined by the Labor Code), meal/rest period violations and/or premium payments for meal and/or rest period violations, wage statement violations, wage notice violations, wage payment timing violations, record-keeping violations, business expense reimbursement violations, sick and vacation pay rate violations, violation of the unfair competition law, and to the extent not covered above, any and all claims pled in the Litigation or the associated notices to the LWDA, including without limitation all associated claims for civil penalties and associated fees or costs related to alleged or actual violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 432.5, 510, 512, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, and 2699; actual or alleged violations of IWC Wage Orders 4-2001, 5-2001, and 7-2001; and actual or alleged

violations of Civil Code section 3287 and Business & Professional Code section 17200, *et seq.* The Aggrieved Employees, other than the Plaintiffs by executing the Individual Settlement Agreements, will not be deemed to have released any individual, non-PAGA claims by virtue of this PAGA Settlement and the associated entry of Judgment.

VI. APPROVAL MOTION

47. The Parties recognize that, in accordance with California Labor Code Section 2699(*I*), court approval is required in the event of a settlement of a PAGA action on a representative basis and associated claims for penalties. For the reasons set forth in *Arias v. Superior Court* (2009) 46 Cal.4th 969, however, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain preliminary approval of the PAGA Settlement or provide the Aggrieved Employees with the opportunity to opt out of the Settlement or to object. (See also *Mendoza vs. Nordstrom, Inc.* (2017) 2 Cal.5th 1074, 1079 [“PAGA authorizes a representative action without the need for class certification.”]; *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 [“[A] PAGA suit is fundamentally different than a class action” in that “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”]; *Williams v. Superior Court* (2017) 3 Cal.5th 531, 546-547 [“PAGA does not make other potentially aggrieved employees parties or clients of Plaintiffs’ counsel, does not impose on a Plaintiff or counsel any express fiduciary obligations, and does not subject a Plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”].) As a result, the Parties have agreed to the “one-step” approval process common to PAGA settlements.

48. To comply with the requirements of California Labor Code Section 2699(*I*), Plaintiffs through their PAGA Counsel shall file a Motion to Approve PAGA Settlement (“Motion”) with the Court and shall concurrently submit the proposed PAGA Settlement to the LWDA, and Plaintiffs shall provide concurrent proof to Defendant that they have done so. PAGA Counsel shall ensure that Defense Counsel has at least three (3) business days to review and comment on the draft Motion, in substantially final form, prior to its being filed with the Court.

Defendant shall not oppose the Motion provided it comports with the terms of this Agreement. The Motion shall seek approval of this Settlement and entry of the Judgment effectuating the disposition of the Litigation and the release of claims set forth herein. Following the Court's entry of the Judgment in this action, Plaintiff shall submit the Judgment to the LWDA, and Plaintiffs shall provide concurrent proof to Defense Counsel that they has done so.

49. Invalidation of, or failure to obtain Court approval for, any material portion of this Settlement, except for the amount of PAGA Counsel Fees and Costs or the amount of the Enhancement and General Release Payments, shall invalidate this Settlement in its entirety unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect. If the Court denies the Motion due to concerns that the Parties cannot address through non-material modifications of this Agreement (and the Parties agree to work in good faith to address any such concerns), then (i) this Settlement shall be considered null and void; (ii) neither this PAGA Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this PAGA Settlement Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court; and (iv) the terms and negotiation of this Settlement and Release Agreement shall remain subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152.

VII. ADMINISTERING THE SETTLEMENT AND PAYMENT PLAN

50. Within twenty-one (21) calendar days after the entry of the Judgment in the Litigation approving the PAGA Settlement, Defendant will compile a list of all Aggrieved Employees containing the following: (1) full name; (2) last known home address and telephone number; (3) number of Eligible Pay Periods worked by the Aggrieved Employee during the Covered Period; and (4) each Aggrieved Employee's social security number. By approving this PAGA Settlement, the Court shall be deemed to have authorized Defendant to provide this information to the Settlement Administrator, and it is understood and agreed that this information shall not be provided to Plaintiffs or any other third party.

51. Defendant shall fund the Gross Settlement Amount in a qualified settlement account administered by the Settlement Administrator within forty-five (45) calendar days after entry of the Judgment in the Litigation approving the PAGA Settlement. The Settlement Administrator shall distribute all payments due under this Settlement (with the exception of the amount allocated to settlement administration costs) within ten (10) calendar days after the Effective Date, provided that the Effective Date has occurred. If the Effective Date has not occurred within thirty (30) days of the deadline to fund the qualified settlement account, the Settlement Administrator will return the Gross Settlement Amount to Defendant, and Defendant shall not be required to fund the qualified settlement account until the Effective Date occurs.

52. The payment checks for each Aggrieved Employee shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's last known home address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. Each Aggrieved Employee shall also be sent, along with the payment check, a Settlement Notice, attached hereto as **Exhibit B**. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

53. Settlement checks shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of their issuance. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division, in the name of the affected Aggrieved Employee. Aggrieved Employees will remain subject to the Judgment and associated release of claims, even if their settlement checks are returned to the Settlement Administrator or otherwise not negotiated.

VIII. PARTIES' AUTHORITY

54. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

IX. MUTUAL FULL COOPERATION

55. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the approval of this Settlement from and entry of Judgment by the Court.

X. CONFIDENTIALITY

56. Prior to the joint submission of the PAGA Settlement to the Court for approval by the Parties, Plaintiffs and PAGA Counsel shall not affirmatively publicize any terms of this PAGA Settlement through press releases, internet postings, social media, or communications with the media. Following the submission for Court approval and thereafter, Plaintiffs and PAGA Counsel shall not affirmatively publicize the PAGA Settlement in the Litigation or the terms thereof via (a) press releases, (b) Internet postings (except as noted below) and social media, or (c) communications with the media. This shall not prohibit PAGA Counsel from discussing this case or any aspect of this PAGA Settlement with Plaintiff or any Aggrieved Employee, shall not prohibit PAGA Counsel from disclosing any aspect of the PAGA Settlement to the Court or taking any action to obtain leave to amend the complaints in the Litigation as set forth about or to obtain approval of the PAGA Settlement from the Court, and shall not prohibit PAGA Counsel from in any way disclosing their mere status as counsel in the case or making objective and truthful reference to the Settlement and any attorneys' fee award in any future pleading in other litigation.

Specifically, and notwithstanding the foregoing, PAGA Counsel may use this Settlement in adequacy of counsel declarations and post the settlement amount and general description of the claims on its website, provided the posting does not identify Defendant by name. Nothing herein, however, precludes the Settlement Administrator from setting up a website as part of the settlement administration process.

XI. NO PRIOR ASSIGNMENTS

57. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, or purported to assign, or transfer to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

58. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued, or used during the course of this Litigation, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Neither this Settlement Agreement nor the resulting Judgment and/or order approving the Settlement shall have any collateral estoppel or other preclusive effect on Defendant or any Releasees, and the Settlement shall not in any way establish any liability against Defendant or any Releasees. Plaintiffs agree that there shall be no such effect and shall not contend otherwise. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement

of the PAGA Settlement or any orders or judgments of the Court entered into in connection therewith, including without limitation any proceeding in which Defendant or any Defendant Releasees seek to enforce the release(s) effectuated by this PAGA Settlement, establish the extinguishment of the Covered Claims, or enforce the associated Judgment.

XIII. NON-EVIDENTIARY USE

59. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence of wrongdoing or liability against any of the Releasees in any further proceeding in the Litigation, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement. Notwithstanding anything to the contrary herein, Plaintiffs may introduce this Agreement and its terms in any proceeding to enforce the terms of this Settlement Agreement.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

60. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by it/her/him arising out of the Litigation and shall not seek reimbursement thereof from any other Party to this Agreement. Plaintiffs and PAGA Counsel agree and understand that, provided the Effective Date occurs, the only fees and costs that they will recover as a result of the Litigation are the fees and costs that they will seek pursuant to and consistent with this Agreement.

XV. ARMS LENGTH

61. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties, that this Agreement is a

fair, adequate, and reasonable settlement of the Litigation, and that this Agreement constitutes the entire agreement between Plaintiffs on behalf of themselves and all other Aggrieved Employees and Defendant regarding the PAGA claim asserted by Plaintiffs against Releasees. The Parties agree that they will seek approval for and work to effectuate this Settlement Agreement regardless of any changes in the law, precedent or factual circumstances relevant to the Litigation.

XVI. ENTIRE AGREEMENT

62. Excluding any confidentiality or arbitration agreements previously executed by Plaintiffs with Defendant, and with the exception of the Individual Settlement Agreements, which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding Plaintiffs' PAGA claim or potential claims and the resolution of those claims and all such prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. Consequently, no other agreement, statement, or promise made by one of the Parties to another as to any matter addressed in this Agreement shall be binding or valid.

XVII. CAPTIONS AND INTERPRETATIONS

63. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XVIII. MODIFICATION

64. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Notwithstanding the foregoing, PAGA Counsel and Defense Counsel are authorized to revise this Agreement as needed and with the mutual agreement of the Parties in order to obtain approval by the Court of the Settlement.

XIX. MISCELLANEOUS

65. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than those expressly set forth or referred to herein.

66. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

67. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile, and electronic, scanned, or faxed signatures, including via DocuSign, shall be effective as original signatures.

68. This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

69. The Parties have cooperated in the negotiation and preparation of this Settlement Agreement. This Settlement Agreement shall not be construed against any of the Parties on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement Agreement.

70. The Court shall retain jurisdiction in the Litigation to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing

jurisdiction over the Litigation and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

Dated: 1/15/2024, 2024

DocuSigned by:

C3D73E282293428...
Plaintiff Rosio Ventura as a PAGA Representative

Dated: 1/15/2024, 2024

DocuSigned by:

84C497E630E4451...
Plaintiff Duana Martinez as a PAGA Representative

Dated: _____, 2024

Defendant Conduent Commercial Solutions, LLC
By: _____

Approved as to form and content:

Dated: January 15, 2024


James Hawkins, APLC
Attorneys for Plaintiffs Rosio Ventura and Duana Martinez

Dated: _____, 2024

The Kullman Firm
Attorneys for Defendant Conduent Commercial Solutions, LLC

jurisdiction over the Litigation and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

Dated: _____, 2024

Plaintiff Rosio Ventura as a PAGA Representative

Dated: _____, 2024

Plaintiff Duana Martinez as a PAGA Representative

Dated: Jan 12, 2024

Don DeJoy / Don DeJoy
Defendant Conduent Commercial Solutions, LLC
By: His Counsel

Approved as to form and content:

Dated: _____, 2024

James Hawkins, APLC
Attorneys for Plaintiffs Rosio Ventura and Duana Martinez

Dated: Jan. 12, 2024

IAN ADLER
The Kullman Firm
Attorneys for Defendant Conduent Commercial Solutions, LLC

EXHIBIT 2

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

June 3, 2022

Via LWDA Website

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
[http://www.dir.ca.gov/Private-Attorneys-General-Act\](http://www.dir.ca.gov/Private-Attorneys-General-Act)

Via Certified Mail

Conduent Commercial Solutions, LLC
100 Campus Drive
Florham Park, NJ 07932
Receipt No.: 7021 0950 0000 7161 5248

Agent for Service of Process for
Conduent Commercial Solutions, LLC:
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Dr. Suite 150N
Sacramento, CA 95833
Receipt No.: 7021 0950 0000 7161 5255

RE: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Rosio Ventura, individually and on behalf of all others similarly situated, gives NOTICE of her intent to commence a civil action pursuant to California Labor Code Section 2698, *et seq.* against her former employer. Plaintiff hereby gives written notice electronically to the Labor and Workforce Development Agency, and by certified mail to Defendant Conduent Commercial Solutions, LLC, a Nevada Limited Liability Company (“Defendant”) via their agent for service of process.

Plaintiff was employed by Defendant as an hourly, non-exempt employee. Plaintiff began her employment with Defendant on or about June 6, 2017, and continued such employment through 2021. She worked for Defendant performing customer service, tech support, and call center functions in Bakersfield, California.

The group of aggrieved employees that Plaintiff seeks to represent is a group of non-exempt employees working directly or indirectly for Defendant in the State of California during the relevant time period (“Aggrieved Employees”). This notice is timely as it is provided within one year of the violations. Each of the violations set forth below and in the attached complaint is asserted on behalf of Plaintiff and the Aggrieved Employees.

Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff

June 3, 2022

alleges have been violated, including the facts and relevant theories alleged against Defendant in the Complaint.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees working for Defendant at their locations in the State regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

Plaintiff claims that Defendant implemented legally non-compliant policies and practices which led to Defendant's (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Wages Owed During Employment; (6) Failure to Timely Pay Wages Owed Upon Separation From Employment; (7) Failure to Reimburse Necessary Expenses; (8) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; and (9) Violation of the Unfair Competition Law.

Plaintiff further contends that Defendants failed to keep accurate records as required by Wage Order 4-2001, Labor Code 1174, and 1198. IWC Wage Order 4-2001 requires in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rate of pay...." Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the complaint, including without limitation failing to keep records of meal periods and all wages earned at the proper rates. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

In addition to the violation specified above and in the attached Complaint, Plaintiff alleges that Defendants failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate. Labor Code 246(i) provides: An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified. Labor Code section 246(1) provides: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." In this case, Plaintiff alleges that Defendant failed to pay sick leave at the proper rate because it

NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

June 3, 2022

failed to take all forms of compensation, including incentives, bonuses, shift differentials, and other wages into account in calculating the regular rate. This constitutes a violation of Labor Code.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Christina M. Lucio

Christina M. Lucio, Esq.

Enclosed: Complaint

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff ROSIO VENTURA,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ROSIO VENTURA, individually and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

CONDUENT COMMERCIAL
SOLUTIONS, LLC, a Nevada Limited
Liability Company, and DOES 1-50,
inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay Minimum Wages;**
- 2) **Failure to Pay Overtime Owed;**
- 3) **Failure to Provide Lawful Meal Periods;**
- 4) **Failure To Authorize And Permit Rest Periods;**
- 5) **Failure to Timely Pay Wages During Employment**
- 6) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) **Failure to Reimburse Necessary Expenses;**
- 8) **Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 9) **Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ROSIO VENTURA (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants CONDUENT COMMERCIAL SOLUTIONS, LLC. a Nevada Limited Liability Company; and DOES 1-50, inclusive (collectively “Defendants” or “Conduent”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).

2. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

JURISDICTION AND VENUE

5. This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary

1 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
2 California Superior Court and will be established according to proof at trial.

3 6. This Court has jurisdiction over this action pursuant to the California Constitution
4 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
5 those given by statute to other courts. The statutes under which this action is brought do not give
6 jurisdiction to any other court.

7 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

9 8. This Court has jurisdiction over Defendants because, upon information and belief,
10 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
11 otherwise intentionally avails itself of the California market so as to render the exercise of
12 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
13 substantial justice. Defendants have done and are doing business throughout California and Kern
14 County.

15 9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
16 similarly situated Non-Exempt Employees within Kern County and it is believed that Defendants
17 have employed hundreds of Class Members as Non-Exempt Employees in Kern County.

18 10. The California Superior Court also has jurisdiction in this matter because the
19 individual claims of the Class Members described herein are presently believed to be under the
20 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
21 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
22 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
23 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
24 Further, there is no federal question at issue, as the issues herein are based solely on California
25 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
26 Procedure, the California Civil Code, and the California Business and Professions Code.

27 11. Venue is proper in this Court because one or more of the Defendants reside, transact
28 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or

omissions alleged herein took place in this County.

PARTIES

12. Defendant Conduent Commercial Solutions, LLC is a Nevada Limited Liability Company doing business in the state of California. It is based at 100 Campus Drive, Florham Park, NJ 07932.

13. Upon information and belief, Conduent employs Non-Exempt Employees, like Plaintiff, throughout the State of California.

14. Plaintiff Rosio Ventura is and during the liability period has been, a resident of California.

15. Plaintiff was employed in an hourly, non-exempt position by Defendants during the relevant time period.

16. Plaintiff and the members of the putative class were employed as hourly paid employees by employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint.

17. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

18. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

19. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits

1 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
2 liability of the Defendants as alleged herein.

3 20. Plaintiff is further informed and believes, and thereon allege, that at all times
4 material herein, each Defendant was completely dominated and controlled by its co-Defendants
5 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
6 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
7 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
8 Whenever and wherever reference is made to individuals who are not named as Defendants in this
9 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
10 acted on behalf of Defendants named in this complaint within the scope of their respective
11 employments.

12 **FACTUAL ALLEGATIONS**

13 21. During the relevant time frame, Defendants compensated Plaintiff and the Non-
14 Exempt Employees based upon an hourly wage.

15 22. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
16 non-exempt employees within the meaning of the California Labor Code, and the implementing
17 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
18 the IWC Wage Orders and the Labor Code.

19 23. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
20 exempt position. She performed call center, tech support, and customer service functions
21 approximately 5 days per week, 40+ hours per week.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
23 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
24 requirements of California's wage and employment laws.

25 25. All Class Members are similarly situated in that they are all subject to Defendants'
26 uniform policies and systemic practices as specified herein.

27 26. Plaintiff and the Class Members were required to clock in at the beginning of their
28 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.

1 However, Plaintiff and the Class Members were not paid for all hours worked because employees
2 were required to work off the clock, including but not limited to spending time in security check
3 lines before clocking in, before and after shifts, and during purported meal periods.

4 27. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in
5 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
6 of time and one-half the employee's regular rate of pay per hour.

7 28. Upon information and belief, Defendants failed to incorporate all forms of non-
8 discretionary compensation into the regular rate, including differentials, bonuses, and incentives.

9 29. Plaintiff and the Class Members were regularly required to work shifts in excess of
10 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
11 without being provided a second lawful meal period as required by law.

12 30. Indeed, during the relevant time, as a consequence of Defendants' scheduling
13 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
14 provide Plaintiff and the Class Members timely, legally compliant uninterrupted 30-minute meal
15 periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks
16 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not
17 provided a second meal period when working shifts in excess of 10 hours and in excess of 12
18 hours.

19 31. On information and belief, Plaintiff and Class Members did not waive their rights
20 to a second meal period.

21 32. Despite the above-mentioned meal period violations, Defendants failed to
22 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
23 additional hour of pay at their regular rate as required by California law when meal periods were
24 not timely or lawfully provided in a compliant manner.

25 33. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
26 should know, knew, and/or should have known that Plaintiff and the other Class Members were
27 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
28 accurately calculated compensation.

1 34. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
2 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
3 period for every four hours worked or major fraction thereof, which is a violation of the Labor
4 Code and IWC wage order.

5 35. Defendants maintained and enforced scheduling practices, policies, and imposed
6 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
7 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
8 requisite rest periods were not timely authorized and permitted.

9 36. Despite the above-mentioned rest period violations, Defendants did not
10 compensate Plaintiff, and on information and belief, did not pay Class Members one additional
11 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
12 and the applicable IWC wage order, for each day on which lawful rest periods were not
13 authorized and permitted.

14 37. Moreover, Plaintiff and the Class Members were required to incur necessary
15 expenses in the discharge of their duties, but were not reimbursed for such costs. By way of
16 example, at some point, Plaintiff and certain Class Members were required to work from home
17 due to the Covid-19 pandemic, but they were not reimbursed for the costs associated with such
18 remote work, including for internet, electricity, computers, and workstation-related expenses.

19 38. In addition, Plaintiff and, upon information and belief, the Class Members were
20 required to pay to ship certain items back to the company at termination, but such sums were not
21 reimbursed.

22 39. Defendants also failed to provide accurate, lawful itemized wage statements to
23 Plaintiff and the Class Members in part because of the above specified violations.

24 40. Defendants have also made it difficult to determine applicable rates of pay and
25 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
26 exempt Employees, including Plaintiff, during the liability period because they did not implement
27 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
28 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section

211(c), California Labor Code section 226, and applicable California Wage Orders.

41. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiffs and Class Members for all wages owed including straight time, overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

42. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

CLASS ACTION ALLEGATIONS

43. Plaintiff brings this action on his own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

44. All claims alleged herein arise under California law for which Plaintiff seeks relief as authorized by California law.

45. The proposed class is comprised of and defined as: **all persons who are or were employed by the Defendants as hourly paid, non-exempt employees in the State of California at any time from four years prior to the filing of this action through resolution or trial of the matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

46. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively “**Minimum Wage Subclass**”);

b. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek (**collectively “Overtime Subclass**”);

c. All Class Members who worked more than five (5) hours in a workday and

1 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
2 were not paid compensation of one hour premium wages at the employee's regular rate in lieu
3 thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

4 d. All Class Members who worked more than ten hours in a workday and were
5 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
6 were not paid compensation of one hour premium wages at the employee's regular rate in lieu
7 thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

8 e. All Class Members who worked more than three and a half hours in a
9 workday and were not authorized and permitted to take a net 10-minute rest period for every four
10 (4) hours or major fraction thereof worked per day and were not paid compensation of one hour
11 premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to
12 as the "**Rest Period Subclass**");

13 f. All Class Members who were not reimbursed for all necessary expenditures
14 (collectively "**Indemnification Subclass**");

15 g. All Class Members who worked remotely at some time during the Class
16 Period (collectively "**Remote Work Subclass**");

17 h. All Class Members who did not receive all owed wages at time of separation
18 or within 72 hours in the case of resignation (hereinafter collectively referred to as the "**Waiting**
19 **Time Subclass**");

20 i. All Class Members who were not provided with accurate and complete
21 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement**
22 **Subclass**");

23 j. All Class Members who were employed by Defendants and subject to
24 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business**
25 **Practices Subclass**").

26 47. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
27 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
28 or if it should be deemed necessary by the Court or to further divide the Class Members into

1 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
2 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

3 48. As set forth in further detail below, this action has been brought and may properly
4 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
5 because there is a well-defined community of interest in the litigation, and the proposed Class and
6 Subclasses are easily ascertainable through Defendants' records.

7 a. Numerosity: The members of the Class and Subclasses are so numerous that
8 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
9 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
10 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
11 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
12 employment records would provide information as to the number and location of all Class
13 Members. Joinder of all members of the proposed Class is not practicable.

14 b. The proposed class is easily ascertainable. The number and identity of the
15 class members are determinable from Defendants' payroll records and time records for each class
16 member.

17 c. Commonality: There are common questions of law and fact as to the Class
18 and Subclasses that predominate over questions affecting only individual Class Members. These
19 common questions of law and fact include, without limitation:

- 20 1. Whether Defendants accurately paid Class Members for all hours worked;
- 21 2. Whether Defendants knew or should have known that Class Members were
22 required to perform work off the clock;
- 23 3. Whether Defendants accurately calculated and paid all Class Members
24 overtime premiums for the hours which Plaintiff and Class Members worked
25 in excess of eight (8) hours per day and/or forty (40) hours per week;
- 26 4. Whether Defendants accurately paid employees double time for hours
27 worked in excess of 12 hours in one day or for work over 8 hours in a day
28 on the seventh day of work in a workweek;

6. Whether Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare Commission (“IWC”) wage order;
7. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Order on each instance that a lawful, timely 30-minute uninterrupted meal period was not provided;
8. Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;
9. Whether Defendants required employees to remain on the premises during rest periods;
10. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;
11. Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;
12. Whether Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;
13. Whether Defendants omitted required information from itemized wage statements;
14. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
15. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;
16. Whether Defendants' conduct was willful and/or reckless;
17. Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and
18. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

1 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
2 the interests of each member of the Class and Subclasses with whom she has a well-defined
3 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be
4 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
5 which would be sought by each member of the Class and/or Subclasses in separate actions. All
6 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
7 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate
8 wage statements, failure to timely pay wages at termination, failure to pay minimum wages,
9 rounding practices, and failure to accurately pay all wages earned including all owed premium and
10 overtime wages, all due to Defendants' policies and practices that affected each member of the
11 Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair
12 and/or wrongful acts as to each member of the Class and/or Subclasses.

13 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
14 interests of each member of the Class and/or Subclasses with whom she has a well-defined
15 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
16 she has an obligation to make known to the Court any relationships, conflicts, or differences with
17 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
18 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
19 versed in the rules governing class action discovery, certification, litigation, and settlement and
20 experienced in handling such matters. Other former and current employees of Defendants may also
21 serve as representatives of the Class and Subclasses if needed.

22 f. Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve economies of time, effort,
24 judicial resources, and expense, which would not be achieved with separate lawsuits. The
25 prosecution of separate actions by individual members of the Class and/or Subclasses would create
26 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
27 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
28 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the

1 disposition of their interests through actions to which they were not parties. Thus, a class action is
2 superior to other available means for the fair and efficient adjudication of this controversy because
3 individual joinder of all Class Members is not practicable, and questions of law and fact common
4 to the Class predominate over any questions affecting only individual Class Members. Each
5 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
6 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
7 Class action treatment will allow those similarly situated persons to litigate their claims in the
8 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
9 unaware of any difficulties that are likely to be encountered in the management of this action that
10 would preclude its maintenance as a class action.

11 g. Public Policy Considerations: Employers in the state of California violate
12 employment and labor laws every day. However, current employees are often afraid to assert their
13 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
14 because they believe their former employers may damage their future endeavors through negative
15 references and/or other means. The nature of this action allows for the protection of current and
16 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
17 California have a significant interest in ensuring employers comply with California's labor laws
18 and in ensuring those employers who do not are prevented from taking further advantage of their
19 employees.

20 CLASS ACTION CLAIMS

21 FIRST CAUSE OF ACTION

22 FAILURE TO PAY MINIMUM WAGES

23 **(By Plaintiff and the Class Against Defendants)**

24 49. Plaintiff incorporates each and every allegation set forth in all of the foregoing
25 paragraphs as if fully set forth herein.

26 50. Labor Code section 204 establishes the fundamental right of all employees in the
27 State of California to be paid wages, including minimum wage, straight time and overtime, in a
28 timely fashion for their work.

1 51. Labor Code section 1194(a) provides that notwithstanding any agreement to work
2 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
4 of the full amount of this minimum wage or overtime compensation, including interest thereon,
5 reasonable attorney's fees, and costs of suit.

6 52. Labor Code section 1197 provides: The minimum wage for employees fixed by the
7 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
8 and the payment of a lower wage than the minimum so fixed is unlawful.

9 53. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
10 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
11 Wage Order(s).

12 54. The applicable wage orders and California Labor Code sections 1197 and 1182.12
13 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
14 state law.

15 55. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
16 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
17 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
18 equal to the unpaid wages and interest accrued thereon.

19 56. During all relevant periods, the California Labor Code and wage orders required that
20 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
21 hours worked.

22 57. The IWC Wage Orders define "hours worked" as "the time during which an
23 employee is subject to the control of an employer, and includes all the time the employee is suffered
24 or permitted to work, whether or not required to do so."

25 58. At all times relevant, Plaintiff and Class Members consistently worked hours for
26 which they were not paid because Defendants frequently required Plaintiff and the Class Members
27 to work off the clock.

28 59. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the

1 Class Members were working off the clock and that they should have been paid for this time.

2 60. Defendant's policy and practice of not paying all minimum wages violates
3 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
4 applicable wage order 5-2001.

5 61. Due to Defendants' violations of the California Labor Code and wage orders,
6 Plaintiff and the Class members are entitled to recover from Defendant their unpaid wages,
7 statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-
8 judgment interest, as well as liquidated damages.

9
10 **SECOND CAUSE OF ACTION**
11 **FAILURE TO PAY OVERTIME OWED**

12 **(By Plaintiff and the Class Against All Defendants)**

13 62. Plaintiff incorporates each and every allegation set forth in all of the foregoing
14 paragraphs as if fully set forth herein.

15 63. During all relevant periods, Defendant required Plaintiff and the Class members to
16 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
17 per workweek.

18 64. During all relevant periods, both the California Labor Code sections 1194, 1197,
19 510, 1198, and the pertinent wage order 4-2001 required that all work performed by an employee
20 in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in
21 excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the
22 employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required
23 to be compensated at the rate of no less than twice the regular rate of pay for an employee. In
24 addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required
25 to be compensated at the rate of no less than twice the regular rate of pay of an employee.

26 65. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
27 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
28 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their

1 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
2 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
3 eight (8) hours on the seventh (7th) day of a workweek.

4 66. The IWC Wage Orders define “hours worked” as “the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee is suffered
6 or permitted to work, whether or not required to do so.”

7 67. At all times relevant, Plaintiff and Class Members consistently worked hours for
8 which they were not paid because Plaintiff and the Class Members were required to work off the
9 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
10 hours in a workweek and should have been paid at the overtime rate.

11 68. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
12 Class Members were working off the clock and that they should have been paid for this time.

13 69. In addition, upon information and belief, Defendants failed to incorporate all forms
14 of compensation, including without limitation bonuses, differentials, and incentives, into the
15 regular rate for overtime purposes.

16 70. As a result, Defendants failed to pay Plaintiff and the Class members earned
17 overtime wages and such employees suffered damages as a result.

18 71. Defendants knew or should have known Plaintiffs and the Class Members were
19 undercompensated as a result of these practices.

20 72. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
21 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
22 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory
23 penalties, and liquidated damages.

24
25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

27 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

28 73. Plaintiff incorporates by reference and realleges each and every allegation contained

1 above, as though fully set forth herein.

2 74. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
3 period of more than five (5) hours without providing a meal break of not less than thirty (30)
4 minutes in which the employee is relieved of all of his or her duties, except that when a work period
5 of not more than six (6) hours will complete the day's work the meal period may be waived by
6 mutual consent of the employer and employee.

7 75. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
8 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
9 thirty (30) minutes within the first five hours of a shift.

10 76. As a consequence of Defendants' policies and practices, requirements, demands,
11 coverage and staffing, Plaintiff and the Class Members were often required to forego such meal
12 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
13 sixth hour of their shifts.

14 77. Upon information and belief, Plaintiff and the Class Members were not paid one
15 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

16 78. Moreover, as a matter of policy and practice, upon information and belief, the Class
17 members were also not provided second meal periods on days when shifts exceeded ten hours (and
18 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
19 information and belief, Plaintiff and the Class Members did not waive their rights to a second meal
20 period on shifts in excess of ten hours.

21 79. As a proximate result of the aforementioned violations, Plaintiff and the Class
22 Members have been damaged in an amount according to proof at time of trial.

23 80. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
24 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
25 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

26 81. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
27 represent have been deprived of premium wages in amounts to be determined at trial, and are
28 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,

1 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
2 section 3287.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

5 **(By Plaintiff and the Rest Period Subclasses Against All Defendants)**

6 82. Plaintiff incorporates by reference and realleges each and every allegation contained
7 above, as though fully set forth herein.

8 83. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members'
9 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
10 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
11 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
12 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
13 be counted as hours worked, for which there shall be no deduction from wages."

14 84. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
15 during any rest period mandated by an applicable order of the IWC.

16 85. Defendants were required to authorize and permit employees such as Plaintiff and
17 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
18 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
19 with no deduction from wages.

20 86. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class
21 Member's employment with Defendants, Defendants failed and refused to authorize and permit
22 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
23 worked, or major fraction thereof. Such rest breaks, when provided, were frequently untimely or
24 less than net ten minutes because of the work requirements imposed by Defendants, and frequent
25 calls during rest periods.

26 87. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
27 for each day that a rest period violation occurred. On information and belief, the other members of
28

1 the Class endured similar violations as a result of Defendants' rest period policies and practices and
2 Defendant did not pay said Class Members premium pay as required by law.

3 88. By their failure to authorize and permit Plaintiff and the Class Members to take a
4 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
5 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
6 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
7 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
8 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
9 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

10 89. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
11 represent have been deprived of premium wages in amounts to be determined at trial, and are
12 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
13 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

14
15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING**
17 **EMPLOYMENT**

18 **(By Plaintiff and the Class Against All Defendants)**

19 90. Plaintiff incorporates by reference and realleges each and every allegation contained
20 above, as though fully set forth herein.

21 91. Labor Code section 204 requires that all wages are due and payable twice in each
22 calendar month.

23 92. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became
24 due and payable to each employee in each month that she or she was not provided with a meal
25 period or rest period or paid minimum wage, straight or overtime wages to which she or she was
26 entitled.

27 93. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
28 under the Labor Code.

94. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

103. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff and the Waiting Time Subclass Against All Defendants)

95. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

96. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

97. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

98. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

1 99. In addition, irrespective of any derivative violation, Defendants failed to timely pay
2 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
3 of termination despite their obligations under Labor Code 201 and 202.

4 100. More than thirty (30) days have passed since affected Waiting Time Subclass
5 Members have left Defendants' employ, and on information and belief, they have not received
6 payment pursuant to Labor Code § 203.

7 101. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
8 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

11 **(By Plaintiff and the Indemnification Subclass Against All Defendants)**

12 102. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 103. Plaintiff repeats and incorporates herein by reference each and every allegation set
15 forth above, as though fully set forth herein.

16 104. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
17 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

18 105. Plaintiff and the members of the Indemnification Class were required to incur
19 expenses in the performance of their assigned job duties.

20 106. Upon information and belief, the Defendants did not reimburse Plaintiff or the
21 Plaintiff's subclass for such expenses.

22 107. As a result of the unlawful acts of Defendants, Plaintiffs and the Plaintiffs'
23 Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at
24 trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon,
25 attorneys' fees, and costs, pursuant to Labor Code §2802.

1 **EIGHTH CAUSE OF ACTION**

2 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
3 **EMPLOYEE WAGE STATEMENT PROVISIONS**

4 **By Plaintiff and Wage Statement Subclass Against Defendants**

5 108. Plaintiff repeats and incorporates herein by reference each and every allegation set
6 forth above, as though fully set forth herein.

7 109. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
8 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
9 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
10 when wages are paid by personal check or cash, an accurate itemized statement in writing
11 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
12 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
13 name of the employee and only the last four digits of his or her social security number or an
14 employee identification number other than a social security number, (8) the name and address of
15 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
16 pay period and the corresponding number of hours worked at each hourly rate by the
17 employee....”.

18 110. Further, the IWC Wage Orders require in pertinent part: Every employer shall
19 keep accurate information with respect to each employee including the following: (3) Time
20 records showing when the employee begins and ends each work period. Meal periods, split shift
21 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
22 payroll period and applicable rates of pay....”

23 111. Labor Code section 1174 of the California also requires Defendants to maintain
24 and preserve, in a centralized location, among other items, records showing the names and
25 addresses of all employees employed and payroll records showing the hours worked daily by, and
26 the wages paid to, its employees. On information and belief and based thereon, Defendants have
27 knowingly and intentionally failed to comply with Labor Code section 1174, including by
28 implementing the policies and procedures and committing the violations alleged in the preceding

1 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is
2 unlawful pursuant to Labor Code section 1175.

3 112. Defendants have failed to record many of the items delineated in applicable
4 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
5 1174, including by virtue of the fact that each wage statement which failed to accurately
6 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
7 meal and rest periods, or which failed to include compensation for all minimum wages earned or
8 overtime hours worked, was an inaccurate wage statement. In addition, the wage statements
9 inaccurately stated totals hours worked and hours worked at each hourly wage rate.

10 113. On information and belief, Defendants failed to implement and preserve a lawful
11 record-keeping method to record all non-provided meal and rest periods owed to employees or all
12 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
13 and applicable California Wage Orders. In order to determine if they had been paid the correct
14 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
15 and are compelled to try to discover the required information missing from their wage statements
16 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
17 statements Defendants provided to them.

18 114. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
19 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
20 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
21 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
22 accurately include all applicable hourly rates on the wage statements and the corresponding
23 number of hours worked at such rates or hours paid at such rates. In addition, Defendants have
24 failed to provide accurate itemized wage statements as a consequence of the above-specified
25 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
26 failure to pay meal and rest period premiums as required by law.

27 115. Moreover, upon information and belief, as a pattern and practice, in violation of
28 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain

1 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
2 Statement Class, including but not limited to, beginning and ending of each work period, meal
3 period and split shift interval, the total daily hours worked, and the total hours worked per pay
4 period and applicable rates of pay.

5 116. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
6 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
7 Class in that the members of the Wage Statement Class were not timely provided written accurate
8 itemized statements showing all requisite information, such that the members of the Wage
9 Statement Class were misled by Defendants as to the correct information regarding various items,
10 including but not limited to total hours worked by the employee, net wages earned and all
11 applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate.

13 117. Pursuant to Labor Code section 226, and in light of Defendants' violations
14 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up
15 to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

16 NINTH CAUSE OF ACTION

17 VIOLATION OF THE UNFAIR COMPETITION LAW

18 **By Plaintiff and Class Against All Defendants**

19 118. Plaintiff incorporates by reference and realleges each and every allegation contained
20 above, as though fully set forth herein.

21 119. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
22 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
23 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
24 the meaning of the California Code of Civil Procedure § 1021.5.

25 120. Defendants' policies, activities, and actions as alleged herein are violations of
26 California law and constitute unlawful business acts and practices in violation of California
27 Business and Professions Code §§ 17200, *et seq.*

28 121. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be

1 predicated on the violation of any state or federal law.

2 122. The state law violations, including violations of the relevant IWC Wage Order,
3 detailed herein above are the predicate violations for this cause of action. By way of example only,
4 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
5 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
6 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
7 Defendants further violated the law through their policies of failing to fully and accurately
8 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
9 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
10 itemized wage statement as specified above.

11 123. Plaintiff and the Class Members have been personally aggrieved by Defendants'
12 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

13 124. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
14 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
15 during a period that commences four (4) years prior to the filing of this complaint; an award of
16 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
17 costs.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
20 follows:

21 **Class Certification**

- 22 1. That this action be certified as a class action;
23 2. That Plaintiff be appointed as the representative of the Class;
24 3. That Plaintiff be appointed as the representatives of the Subclasses; and
25 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

26 **On the First Cause of Action**

27 **(Failure to pay minimum wages)**

- 28 1. For the unpaid balance of the full amount of any minimum wages, and regular wages

1 owed, as well as interest thereon,

2 2. Penalties according to statute,

3 3. Liquidated damages,

4 4. Reasonable attorneys' fees, and costs of suit;

5 5. For interest and

6 6. For such other and further relief as the Court deems proper.

7 **On the Second Cause of Action**

8 (Failure to pay overtime)

9 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
10 interest thereon,

11 2. Penalties according to statute,

12 3. Liquidated damages,

13 4. Reasonable attorneys' fees, and costs of suit;

14 5. For interest and

15 6. For such other and further relief as the Court deems proper.

16 **On the Third Cause of Action**

17 (Failure to Provide Lawful Meal Periods)

18 1. For one (1) hour of premium pay for each day in which a required meal period was
19 not lawfully provided;

20 2. For reasonable attorneys' fees and costs pursuant to statute; and

21 3. For such other and further relief as the Court deems proper.

22 **On the Fourth Cause of Action**

23 (Failure to Authorize and Permit Lawful Rest Periods)

24 1. For one (1) hour of premium pay for each day in which a required rest period was
25 not lawfully authorized and permitted; and

26 2. For reasonable attorneys' fees and costs pursuant to statute; and

27 3. For such other and further relief as the Court deems proper.

1 **On the Fifth Cause of Action**

2 (Failure to Timely Pay Wages Due and Payable During Employment)

- 3 1. For unpaid wages;
- 4 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
- 5 unlawfully withheld;
- 6 3. For interest;
- 7 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 8 5. For such other and further relief as the Court deems proper.

9 **On the Sixth Cause of Action**

10 (Failure to Timely Pay Wages At Separation)

- 11 6. For unpaid wages;
- 12 7. For penalties pursuant to Labor Code § 203;
- 13 8. For interest;
- 14 9. For reasonable attorneys' fees and costs pursuant to statute; and
- 15 10. For such other and further relief as the Court deems proper.

16 **On the Seventh Cause of Action**

17 (Failure to Reimburse Necessary Expenses)

- 18 1. For unreimbursed sums;
- 19 2. For reasonable attorneys' fees and costs pursuant to statute;
- 20 3. For interest; and
- 21 4. For such other and further relief as the Court deems proper.

22 **On the Eighth Cause of Action**

23 (Failure to Provide Accurate Itemized Wage Statements)

- 24 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 25 2. For reasonable attorneys' fees and costs; and
- 26 3. For such other and further relief as the Court deems proper;

1 **On the Ninth Cause of Action**

2 **(Violation of the Unfair Competition Law)**

3 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
4 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime
5 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
6 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last
7 four (4) years in an amount according to proof;

8 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
9 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,
10 1198 ;

11 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
12 from the day that such amounts were due;

13 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
14 recover under the Labor Code; and

15 5. For such other and further relief as the Court deems proper.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
18 matter to the fullest extent available under the law.

19
20 Respectfully submitted,

21
22
23 Dated: June 3, 2022

24 
JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

25
26 Attorneys for ROSIO VENTURA, on behalf of herself
27 and all others similarly situated
28

EXHIBIT 3

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

January 6, 2023

Via Online Filing (LWDA) and Certified Mail (Employers)

California Labor and Workforce Development Agency
Attn: PAGA Administrator

Conduent Commercial Solutions, LLC
100 Campus Drive
Florham Park, NJ 07932
Certified Mail Receipt:

Agent for Service of Process for
Conduent Commercial Solutions, LLC:
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Dr. Suite 150N
Sacramento, CA 95833
Certified Mail Receipt:

RE: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*
Amendment and Supplement to LWDA-CM-887372-22.

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Duana Linnette Martinez, individually and on behalf of all others similarly situated, gives NOTICE of her intent to commence a civil action pursuant to California Labor Code Section 2698, *et seq.* against her former employer. Plaintiff hereby gives written notice electronically to the Labor and Workforce Development Agency, and by certified mail to Defendant Conduent Commercial Solutions, LLC, a Nevada Limited Liability Company ("Defendant") via their agent for service of process. Plaintiff Martinez is submitting this notice to supplement the notice previously submitted by Plaintiff Rosio Ventura. Plaintiff Martinez alleges all the claims set forth in Plaintiff Ventura's letter, as well as in the attached complaint, and further alleges as follows:

Plaintiff was employed by Defendant as an hourly, non-exempt employee. Plaintiff began her employment with Defendant on or about April 2018 and continued such employment through January 2022. She worked for Defendant performing customer service, tech support, and call center functions in Long Beach, California.

The group of aggrieved employees that Plaintiff seeks to represent is a group of non-exempt employees working directly or indirectly for Defendant in the State of California during the relevant time period ("Aggrieved Employees"). This notice is timely as it is provided within one year of the violations. Each of the violations set forth below and in the attached complaint is asserted on behalf of Plaintiff and the Aggrieved Employees.

NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

January 6, 2023

Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendant in the Complaint.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees working for Defendant at their locations in the State regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

Plaintiff claims that Defendant implemented legally non-compliant policies and practices which led to Defendant' (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Wages Owed During Employment; (6) Failure to Timely Pay Wages Owed Upon Separation From Employment; (7) Failure to Reimburse Necessary Expenses; (8) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; and (9) Violation of the Unfair Competition Law.

Plaintiff further contends that Defendants failed to keep accurate records as required by Wage Order 4-2001 7-2001, Labor Code 1174, and 1198. IWC Wage Order 4-2001 requires in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rate of pay....” Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the complaint, including without limitation failing to keep records of meal periods and all wages earned at the proper rates. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

In addition to the violation specified above and in the attached Complaint, Plaintiff alleges that Defendants failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate. Labor Code 246(i) provides: An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified. Labor Code section 246(1) provides: “For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay,

NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

January 6, 2023

by the employee's total hours worked in the full pay periods of the prior 90 days of employment." In this case, Plaintiff alleges that Defendant failed to pay sick leave at the proper rate because it failed to take all forms of compensation, including incentives, bonuses, shift differentials, and other wages into account in calculating the regular rate. This constitutes a violation of Labor Code.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Christina M. Lucio

Christina M. Lucio, Esq.

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
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James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff DUANA LINNETTE MARTINEZ,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DUANA LINNETTE MARTINEZ,
individually and on behalf of herself and
all others similarly situated,

Plaintiff,

v.

CONDUENT COMMERCIAL
SOLUTIONS, LLC, a Nevada Limited
Liability Company, and DOES 1-50,
inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay Minimum Wages;**
- 2) **Failure to Pay Overtime Owed;**
- 3) **Failure to Provide Lawful Meal Periods;**
- 4) **Failure To Authorize And Permit Rest Periods;**
- 5) **Failure to Timely Pay Wages During Employment**
- 6) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) **Failure to Reimburse Necessary Expenses;**
- 8) **Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 9) **Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff DUANA LINNETTE MARTINEZ (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants CONDUENT COMMERCIAL SOLUTIONS, LLC. a Nevada Limited Liability Company; and DOES 1-50, inclusive (collectively “Defendants” or “Conduent”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”.)

2. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

JURISDICTION AND VENUE

5. This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary

1 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
2 California Superior Court and will be established according to proof at trial.

3 6. This Court has jurisdiction over this action pursuant to the California Constitution
4 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
5 those given by statute to other courts. The statutes under which this action is brought do not give
6 jurisdiction to any other court.

7 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

9 8. This Court has jurisdiction over Defendants because, upon information and belief,
10 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
11 otherwise intentionally avails itself of the California market so as to render the exercise of
12 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
13 substantial justice. Defendants have done and are doing business throughout California and Kern
14 County.

15 9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
16 similarly situated Non-Exempt Employees within Kern County and it is believed that Defendants
17 have employed hundreds of Class Members as Non-Exempt Employees in Kern County.

18 10. The California Superior Court also has jurisdiction in this matter because the
19 individual claims of the Class Members described herein are presently believed to be under the
20 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
21 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
22 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
23 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
24 Further, there is no federal question at issue, as the issues herein are based solely on California
25 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
26 Procedure, the California Civil Code, and the California Business and Professions Code.

27 11. Venue is proper in this Court because one or more of the Defendants reside, transact
28 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or

omissions alleged herein took place in this County.

PARTIES

12. Defendant Conduent Commercial Solutions, LLC is a Nevada Limited Liability Company doing business in the state of California. It is based at 100 Campus Drive, Florham Park, NJ 07932.

13. Upon information and belief, Conduent employs Non-Exempt Employees, like Plaintiff, throughout the State of California.

14. Plaintiff Duana Linnette Martinez is and during the liability period has been, a resident of California.

15. Plaintiff was employed in an hourly, non-exempt position by Defendants during the relevant time period.

16. Plaintiff and the members of the putative class were employed as hourly paid employees employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint.

17. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

18. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

19. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits

1 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
2 liability of the Defendants as alleged herein.

3 20. Plaintiff is further informed and believes, and thereon allege, that at all times
4 material herein, each Defendant was completely dominated and controlled by its co-Defendants
5 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
6 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
7 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
8 Whenever and wherever reference is made to individuals who are not named as Defendants in this
9 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
10 acted on behalf of Defendants named in this complaint within the scope of their respective
11 employments.

12 **FACTUAL ALLEGATIONS**

13 21. During the relevant time frame, Defendants compensated Plaintiff and the Non-
14 Exempt Employees based upon an hourly wage.

15 22. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
16 non-exempt employees within the meaning of the California Labor Code, and the implementing
17 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
18 the IWC Wage Orders 4-2001, 5-2001, and 7-2001 and the Labor Code.

19 23. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
20 exempt position. She performed call center, tech support, and customer service functions
21 approximately 5 days per week, 30+ hours per week.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
23 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
24 requirements of California's wage and employment laws.

25 25. All Class Members are similarly situated in that they are all subject to Defendants'
26 uniform policies and systemic practices as specified herein.

27 26. Plaintiff and the Class Members were required to clock in at the beginning of their
28 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.

1 However, Plaintiff and the Class Members were not paid for all hours worked because employees
2 were required to work off the clock, including but not limited to spending time in security check
3 and bag check lines before clocking in, before and after shifts, and during purported meal periods.
4 Plaintiff and the Class Members were also required to wait in line to clock in and out.

5 27. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in
6 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
7 of time and one-half the employee's regular rate of pay per hour.

8 28. Upon information and belief, Defendants failed to incorporate all forms of non-
9 discretionary compensation into the regular rate, including differentials, bonuses, and incentives.

10 29. Plaintiff and the Class Members were regularly required to work shifts in excess of
11 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
12 without being provided a second lawful meal period as required by law.

13 30. Indeed, during the relevant time, as a consequence of Defendants' scheduling
14 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
15 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
16 periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks
17 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not
18 provided a second meal period when working shifts in excess of 10 hours and in excess of 12
19 hours.

20 31. On information and belief, Plaintiff and Class Members did not waive their rights
21 to a second meal period.

22 32. Despite the above-mentioned meal period violations, Defendants failed to
23 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
24 additional hour of pay at their regular rate as required by California law when meal periods were
25 not timely or lawfully provided in a compliant manner.

26 33. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
27 should know, knew, and/or should have known that Plaintiff and the other Class Members were
28 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving

1 accurately calculated compensation.

2 34. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
3 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
4 period for every four hours worked or major fraction thereof, which is a violation of the Labor
5 Code and IWC wage order.

6 35. Defendants maintained and enforced scheduling practices, policies, and imposed
7 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
8 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
9 requisite rest periods were not timely authorized and permitted.

10 36. Despite the above-mentioned rest period violations, Defendants did not
11 compensate Plaintiff, and on information and belief, did not pay Class Members one additional
12 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
13 and the applicable IWC wage order, for each day on which lawful rest periods were not
14 authorized and permitted.

15 37. Moreover, Plaintiff and the Class Members were required to incur necessary
16 expenses in the discharge of their duties, but were not reimbursed for such costs. By way of
17 example, at some point, Plaintiff and certain Class Members were required to work from home
18 due to the Covid-19 pandemic, but they were not reimbursed for the costs associated with such
19 remote work, including for internet, electricity, computers, and workstation-related expenses.

20 38. In addition, Plaintiff and, upon information and belief, the Class Members were
21 required to pay to ship certain items back to the company at termination, but such sums were not
22 reimbursed.

23 39. Defendants also failed to provide accurate, lawful itemized wage statements to
24 Plaintiff and the Class Members in part because of the above specified violations.

25 40. Defendants have also made it difficult to determine applicable rates of pay and
26 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
27 exempt Employees, including Plaintiff, during the liability period because they did not implement
28 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest

1 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
2 211(c), California Labor Code section 226, and applicable California Wage Orders.

3 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
5 thereof for resignations without prior notice as the case may be) they had a duty to accurately
6 compensate Plaintiffs and Class Members for all wages owed including straight time, overtime,
7 meal and rest period premiums, and that Defendants had the financial ability to pay such
8 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
9 because of the above-specified violations.

10 42. Plaintiff and the Class Members are covered by applicable California IWC Wage
11 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
12 section 11000 *et seq.*

13 **CLASS ACTION ALLEGATIONS**

14 43. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
15 other person similarly situated, and thus, seeks class certification under California Code of Civil
16 Procedure §382.

17 44. All claims alleged herein arise under California law for which Plaintiff seeks relief
18 as authorized by California law.

19 45. The proposed class is comprised of and defined as: **all persons who are or were**
20 **employed by the Defendants as hourly paid, non-exempt employees in the State of California**
21 **at any time from four years prior to the filing of this action through resolution or trial of the**
22 **matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

23 46. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
24 are composed of Class Members satisfying the following definitions:

25 a. All Class Members who were not paid at least minimum wage for all hours
26 worked (collectively “**Minimum Wage Subclass**”);

27 b. All Class Members who were not accurately paid overtime for hours worked
28 over eight in a day or over forty in a workweek (**collectively “Overtime Subclass**”);

1 c. All Class Members who worked more than five (5) hours in a workday and
2 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
3 were not paid compensation of one hour premium wages at the employee's regular rate in lieu
4 thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

5 d. All Class Members who worked more than ten hours in a workday and were
6 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
7 were not paid compensation of one hour premium wages at the employee's regular rate in lieu
8 thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

9 e. All Class Members who worked more than three and a half hours in a
10 workday and were not authorized and permitted to take a net 10-minute rest period for every four
11 (4) hours or major fraction thereof worked per day and were not paid compensation of one hour
12 premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to
13 as the "**Rest Period Subclass**");

14 f. All Class Members who were not reimbursed for all necessary expenditures
15 (collectively "**Indemnification Subclass**");

16 g. All Class Members who worked remotely at some time during the Class
17 Period (collectively "**Remote Work Subclass**");

18 h. All Class Members who did not receive all owed wages at time of separation
19 or within 72 hours in the case of resignation (hereinafter collectively referred to as the "**Waiting**
20 **Time Subclass**");

21 i. All Class Members who were not provided with accurate and complete
22 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement**
23 **Subclass**");

24 j. All Class Members who were employed by Defendants and subject to
25 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business**
26 **Practices Subclass**").

27 47. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
28 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,

1 or if it should be deemed necessary by the Court or to further divide the Class Members into
2 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
3 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

4 48. As set forth in further detail below, this action has been brought and may properly
5 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
6 because there is a well-defined community of interest in the litigation, and the proposed Class and
7 Subclasses are easily ascertainable through Defendants' records.

8 a. Numerosity: The members of the Class and Subclasses are so numerous that
9 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
10 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
11 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
12 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
13 employment records would provide information as to the number and location of all Class
14 Members. Joinder of all members of the proposed Class is not practicable.

15 b. The proposed class is easily ascertainable. The number and identity of the
16 class members are determinable from Defendants' payroll records and time records for each class
17 member.

18 c. Commonality: There are common questions of law and fact as to the Class
19 and Subclasses that predominate over questions affecting only individual Class Members. These
20 common questions of law and fact include, without limitation:

- 21 1. Whether Defendants accurately paid Class Members for all hours worked;
- 22 2. Whether Defendants knew or should have known that Class Members were
23 required to perform work off the clock;
- 24 3. Whether Defendants accurately calculated and paid all Class Members
25 overtime premiums for the hours which Plaintiff and Class Members worked
26 in excess of eight (8) hours per day and/or forty (40) hours per week;
- 27
- 28

- 1 4. Whether Defendants accurately paid employees double time for hours
2 worked in excess of 12 hours in one day or for work over 8 hours in a day
3 on the seventh day of work in a workweek;
- 4 6. Whether Defendants had a policy and practice of providing lawful, timely
5 meal periods in accordance with Labor Code § 512, as well as the applicable
6 Industrial Welfare Commission (“IWC”) wage order;
- 7 7. Whether Defendants had a policy and practice of complying with Labor
8 Code section 226.7 and IWC Wage Order on each instance that a lawful,
9 timely 30-minute uninterrupted meal period was not provided;
- 10 8. Whether Defendants failed to authorize and permit a lawful, net 10-minute
11 rest period to the Class Members for every four (4) hours or major fraction
12 thereof worked;
- 13 9. Whether Defendants required employees to remain on the premises during
14 rest periods;
- 15 10. Whether Defendants had a policy and practice of complying with Labor
16 Code section 226.7 and the IWC Wage Order on each instance that a lawful
17 rest period was not provided;
- 18 11. Whether Defendants failed to timely pay all wages upon separation in
19 accordance with Labor Code sections 201-202;
- 20 12. Whether Defendants failed to reimburse employees for necessary expenses
21 in accordance with Labor Code section 2802;
- 22 13. Whether Defendants omitted required information from itemized wage
23 statements;
- 24 14. Whether Defendants failed to maintain accurate records of Class Members'
25 earned wages, work periods, meal periods and deductions;
- 26 15. Whether Defendants engaged in unfair competition in violation of section
27 17200 et seq. of the Business and Professions Code;
- 28 16. Whether Defendants’ conduct was willful and/or reckless;

1 17. Whether Defendants failed to provide accurate itemized wage statements in
2 violation of Labor Code § 226; and

3 18. The appropriate amount of damages, restitution, and/or monetary penalties
4 resulting from Defendants' violations of California law.

5 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
6 the interests of each member of the Class and Subclasses with whom she has a well-defined
7 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be
8 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
9 which would be sought by each member of the Class and/or Subclasses in separate actions. All
10 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
11 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate
12 wage statements, failure to timely pay wages at termination, failure to pay minimum wages,
13 rounding practices, and failure to accurately pay all wages earned including all owed premium and
14 overtime wages, all due to Defendants' policies and practices that affected each member of the
15 Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair
16 and/or wrongful acts as to each member of the Class and/or Subclasses.

17 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
18 interests of each member of the Class and/or Subclasses with whom she has a well-defined
19 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
20 she has an obligation to make known to the Court any relationships, conflicts, or differences with
21 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
22 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
23 versed in the rules governing class action discovery, certification, litigation, and settlement and
24 experienced in handling such matters. Other former and current employees of Defendants may also
25 serve as representatives of the Class and Subclasses if needed.

26 f. Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve economies of time, effort,
28 judicial resources, and expense, which would not be achieved with separate lawsuits. The

1 prosecution of separate actions by individual members of the Class and/or Subclasses would create
2 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
3 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
4 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
5 disposition of their interests through actions to which they were not parties. Thus, a class action is
6 superior to other available means for the fair and efficient adjudication of this controversy because
7 individual joinder of all Class Members is not practicable, and questions of law and fact common
8 to the Class predominate over any questions affecting only individual Class Members. Each
9 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
10 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
11 Class action treatment will allow those similarly situated persons to litigate their claims in the
12 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
13 unaware of any difficulties that are likely to be encountered in the management of this action that
14 would preclude its maintenance as a class action.

15 g. Public Policy Considerations: Employers in the state of California violate
16 employment and labor laws every day. However, current employees are often afraid to assert their
17 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers may damage their future endeavors through negative
19 references and/or other means. The nature of this action allows for the protection of current and
20 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
21 California have a significant interest in ensuring employers comply with California's labor laws
22 and in ensuring those employers who do not are prevented from taking further advantage of their
23 employees.

24 **CLASS ACTION CLAIMS**

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY MINIMUM WAGES**

27 **(By Plaintiff and the Class Against Defendants)**

28

1 49. Plaintiff incorporates each and every allegation set forth in all of the foregoing
2 paragraphs as if fully set forth herein.

3 50. Labor Code section 204 establishes the fundamental right of all employees in the
4 State of California to be paid wages, including minimum wage, straight time and overtime, in a
5 timely fashion for their work.

6 51. Labor Code section 1194(a) provides that notwithstanding any agreement to work
7 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
8 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
9 of the full amount of this minimum wage or overtime compensation, including interest thereon,
10 reasonable attorney's fees, and costs of suit.

11 52. Labor Code section 1197 provides: The minimum wage for employees fixed by the
12 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
13 and the payment of a lower wage than the minimum so fixed is unlawful.

14 53. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
15 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
16 Wage Order(s).

17 54. The applicable wage orders and California Labor Code sections 1197 and 1182.12
18 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
19 state law.

20 55. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
21 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
22 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
23 equal to the unpaid wages and interest accrued thereon.

24 56. During all relevant periods, the California Labor Code and wage orders required that
25 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
26 hours worked.

27 57. The IWC Wage Orders define "hours worked" as "the time during which an
28 employee is subject to the control of an employer, and includes all the time the employee is suffered

1 or permitted to work, whether or not required to do so.”

2 58. At all times relevant, Plaintiff and Class Members consistently worked hours for
3 which they were not paid because Defendants frequently required Plaintiff and the Class Members
4 to work off the clock.

5 59. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
6 Class Members were working off the clock and that they should have been paid for this time.

7 60. Defendant’s policy and practice of not paying all minimum wages violates
8 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
9 applicable wage order 4-2001, 5-2001, and 7-2001.

10 61. Due to Defendants’ violations of the California Labor Code and wage orders,
11 Plaintiff and the Class members are entitled to recover from Defendant their unpaid wages,
12 statutory penalties, reasonable attorneys’ fees and costs in this action, and pre-judgment and post-
13 judgment interest, as well as liquidated damages.

14
15 **SECOND CAUSE OF ACTION**
16 **FAILURE TO PAY OVERTIME OWED**

17 **(By Plaintiff and the Class Against All Defendants)**

18 62. Plaintiff incorporates each and every allegation set forth in all of the foregoing
19 paragraphs as if fully set forth herein.

20 63. During all relevant periods, Defendant required Plaintiff and the Class members to
21 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
22 per workweek.

23 64. During all relevant periods, both the California Labor Code sections 1194, 1197,
24 510, 1198, and the pertinent wage order 4-2001, 5-2001, and 7-2001 required that all work
25 performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work
26 in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-
27 half (1.5) times the employee’s regular rate of pay. Any work in excess of twelve (12) hours in one
28 (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an

1 employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a
2 workweek is required to be compensated at the rate of no less than twice the regular rate of pay of
3 an employee.

4 65. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
5 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
6 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
7 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
8 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
9 eight (8) hours on the seventh (7th) day of a workweek.

10 66. The IWC Wage Orders define “hours worked” as “the time during which an
11 employee is subject to the control of an employer, and includes all the time the employee is suffered
12 or permitted to work, whether or not required to do so.”

13 67. At all times relevant, Plaintiff and Class Members consistently worked hours for
14 which they were not paid because Plaintiff and the Class Members were required to work off the
15 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
16 hours in a workweek and should have been paid at the overtime rate.

17 68. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
18 Class Members were working off the clock and that they should have been paid for this time.

19 69. In addition, upon information and belief, Defendants failed to incorporate all forms
20 of compensation, including without limitation bonuses, differentials, and incentives, into the
21 regular rate for overtime purposes.

22 70. As a result, Defendants failed to pay Plaintiff and the Class members earned
23 overtime wages and such employees suffered damages as a result.

24 71. Defendants knew or should have known Plaintiffs and the Class Members were
25 undercompensated as a result of these practices.

26 72. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
27 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
28 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory

1 penalties, and liquidated damages.

2
3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

5 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

6 73. Plaintiff incorporates by reference and realleges each and every allegation contained
7 above, as though fully set forth herein.

8 74. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
9 period of more than five (5) hours without providing a meal break of not less than thirty (30)
10 minutes in which the employee is relieved of all of his or her duties, except that when a work period
11 of not more than six (6) hours will complete the day's work the meal period may be waived by
12 mutual consent of the employer and employee.

13 75. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
14 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
15 thirty (30) minutes within the first five hours of a shift.

16 76. As a consequence of Defendants' policies and practices, requirements, demands,
17 coverage and staffing, Plaintiff and the Class Members were often required to forego such meal
18 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
19 sixth hour of their shifts.

20 77. Upon information and belief, Plaintiff and the Class Members were not paid one
21 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

22 78. Moreover, as a matter of policy and practice, upon information and belief, the Class
23 members were also not provided second meal periods on days when shifts exceeded ten hours (and
24 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
25 information and belief, Plaintiff and the Class Members did not waive their rights to a second meal
26 period on shifts in excess of ten hours.

27 79. As a proximate result of the aforementioned violations, Plaintiff and the Class
28 Members have been damaged in an amount according to proof at time of trial.

80. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

81. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

(By Plaintiff and the Rest Period Subclasses Against All Defendants)

82. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

83. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every 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 worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

84. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

85. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

86. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours

1 worked, or major fraction thereof. Such rest breaks, when provided, were frequently untimely or
2 less than net ten minutes because of the work requirements imposed by Defendants, and frequent
3 calls during rest periods.

4 87. In addition, Plaintiff and the Class Members were required to remain on premises
5 during purported rest periods in violation of the law.

6 88. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
7 for each day that a rest period violation occurred. On information and belief, the other members of
8 the Class endured similar violations as a result of Defendants' rest period policies and practices and
9 Defendant did not pay said Class Members premium pay as required by law.

10 89. By their failure to authorize and permit Plaintiff and the Class Members to take a
11 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
12 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
13 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
14 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
15 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
16 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

17 90. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
18 represent have been deprived of premium wages in amounts to be determined at trial, and are
19 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
20 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

21
22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING**
24 **EMPLOYMENT**

25 **(By Plaintiff and the Class Against All Defendants)**

26 91. Plaintiff incorporates by reference and realleges each and every allegation contained
27 above, as though fully set forth herein.

98. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

99. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

100. In addition, irrespective of any derivative violation, Defendants failed to timely pay Plaintiff and, upon information and belief, other Class Members earned compensation at the time of termination despite their obligations under Labor Code 201 and 202.

101. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

102. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY EXPENSES

(By Plaintiff and the Indemnification Subclass Against All Defendants)

103. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

104. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

105. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

106. Plaintiff and the members of the Indemnification Class were required to incur expenses in the performance of their assigned job duties.

107. Upon information and belief, the Defendants did not reimburse Plaintiff or the

1 Plaintiff's subclass for such expenses.

2 108. As a result of the unlawful acts of Defendants, Plaintiffs and the Plaintiffs'
3 Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at
4 trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon,
5 attorneys' fees, and costs, pursuant to Labor Code §2802.

6 **EIGHTH CAUSE OF ACTION**

7 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
8 **EMPLOYEE WAGE STATEMENT PROVISIONS**

9 **By Plaintiff and Wage Statement Subclass Against Defendants**

10 109. Plaintiff repeats and incorporates herein by reference each and every allegation set
11 forth above, as though fully set forth herein.

12 110. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
13 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
14 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
15 when wages are paid by personal check or cash, an accurate itemized statement in writing
16 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of his or her social security number or an
19 employee identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
21 pay period and the corresponding number of hours worked at each hourly rate by the
22 employee....".

23 111. Further, the IWC Wage Orders require in pertinent part: Every employer shall
24 keep accurate information with respect to each employee including the following: (3) Time
25 records showing when the employee begins and ends each work period. Meal periods, split shift
26 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
27 payroll period and applicable rates of pay...."

28 112. Labor Code section 1174 of the California also requires Defendants to maintain

1 and preserve, in a centralized location, among other items, records showing the names and
2 addresses of all employees employed and payroll records showing the hours worked daily by, and
3 the wages paid to, its employees. On information and belief and based thereon, Defendants have
4 knowingly and intentionally failed to comply with Labor Code section 1174, including by
5 implementing the policies and procedures and committing the violations alleged in the preceding
6 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is
7 unlawful pursuant to Labor Code section 1175.

8 113. Defendants have failed to record many of the items delineated in applicable
9 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
10 1174, including by virtue of the fact that each wage statement which failed to accurately
11 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
12 meal and rest periods, or which failed to include compensation for all minimum wages earned or
13 overtime hours worked, was an inaccurate wage statement. In addition, the wage statements
14 inaccurately stated totals hours worked and hours worked at each hourly wage rate.

15 114. On information and belief, Defendants failed to implement and preserve a lawful
16 record-keeping method to record all non-provided meal and rest periods owed to employees or all
17 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
18 and applicable California Wage Orders. In order to determine if they had been paid the correct
19 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
20 and are compelled to try to discover the required information missing from their wage statements
21 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
22 statements Defendants provided to them.

23 115. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
24 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
25 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
26 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
27 accurately include all applicable hourly rates on the wage statements and the corresponding
28 number of hours worked at such rates or hours paid at such rates. In addition, Defendants have

1 failed to provide accurate itemized wage statements as a consequence of the above-specified
2 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
3 failure to pay meal and rest period premiums as required by law.

4 116. Moreover, upon information and belief, as a pattern and practice, in violation of
5 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
6 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
7 Statement Class, including but not limited to, beginning and ending of each work period, meal
8 period and split shift interval, the total daily hours worked, and the total hours worked per pay
9 period and applicable rates of pay.

10 117. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
11 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
12 Class in that the members of the Wage Statement Class were not timely provided written accurate
13 itemized statements showing all requisite information, such that the members of the Wage
14 Statement Class were misled by Defendants as to the correct information regarding various items,
15 including but not limited to total hours worked by the employee, net wages earned and all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate.

18 118. Pursuant to Labor Code section 226, and in light of Defendants' violations
19 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up
20 to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

21 **NINTH CAUSE OF ACTION**

22 **VIOLATION OF THE UNFAIR COMPETITION LAW**

23 **By Plaintiff and Class Against All Defendants**

24 119. Plaintiff incorporates by reference and realleges each and every allegation contained
25 above, as though fully set forth herein.

26 120. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
27 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
28 general public. Plaintiff also seeks to enforce important rights affecting the public interest within

1 the meaning of the California Code of Civil Procedure § 1021.5.

2 121. Defendants' policies, activities, and actions as alleged herein are violations of
3 California law and constitute unlawful business acts and practices in violation of California
4 Business and Professions Code §§ 17200, *et seq.*

5 122. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
6 predicated on the violation of any state or federal law.

7 123. The state law violations, including violations of the relevant IWC Wage Order,
8 detailed herein above are the predicate violations for this cause of action. By way of example only,
9 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
10 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
11 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
12 Defendants further violated the law through their policies of failing to fully and accurately
13 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
14 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
15 itemized wage statement as specified above.

16 124. Plaintiff and the Class Members have been personally aggrieved by Defendants'
17 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

18 125. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
19 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
20 during a period that commences four (4) years prior to the filing of this complaint; an award of
21 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
22 costs.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
25 follows:

26 **Class Certification**

- 27 1. That this action be certified as a class action;
- 28 2. That Plaintiff be appointed as the representative of the Class;

3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to pay overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

1
2
3 **On the Fourth Cause of Action**

4 **(Failure to Authorize and Permit Lawful Rest Periods)**

- 5 1. For one (1) hour of premium pay for each day in which a required rest period was
6 not lawfully authorized and permitted; and
7 2. For reasonable attorneys' fees and costs pursuant to statute; and
8 3. For such other and further relief as the Court deems proper.

9 **On the Fifth Cause of Action**

10 **(Failure to Timely Pay Wages Due and Payable During Employment)**

- 11 1. For unpaid wages;
12 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
13 unlawfully withheld;
14 3. For interest;
15 4. For reasonable attorneys' fees and costs pursuant to statute; and
16 5. For such other and further relief as the Court deems proper.

17 **On the Sixth Cause of Action**

18 **(Failure to Timely Pay Wages At Separation)**

- 19 6. For unpaid wages;
20 7. For penalties pursuant to Labor Code § 203;
21 8. For interest;
22 9. For reasonable attorneys' fees and costs pursuant to statute; and
23 10. For such other and further relief as the Court deems proper.

24 **On the Seventh Cause of Action**

25 **(Failure to Reimburse Necessary Expenses)**

- 26 1. For unreimbursed sums;
27 2. For reasonable attorneys' fees and costs pursuant to statute;
28 3. For interest; and

- 1 4. For such other and further relief as the Court deems proper.

2
3 **On the Eighth Cause of Action**

4 (Failure to Provide Accurate Itemized Wage Statements)

- 5 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
6 2. For reasonable attorneys' fees and costs; and
7 3. For such other and further relief as the Court deems proper;

8
9 **On the Ninth Cause of Action**

10 (Violation of the Unfair Competition Law)

11 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
12 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime
13 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
14 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last
15 four (4) years in an amount according to proof;

16 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
17 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,
18 1198 ;

19 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
20 from the day that such amounts were due;

21 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
22 recover under the Labor Code; and

- 23 5. For such other and further relief as the Court deems proper.

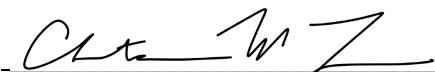
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter to the fullest extent available under the law.

Respectfully submitted,

Dated: January 6, 2023

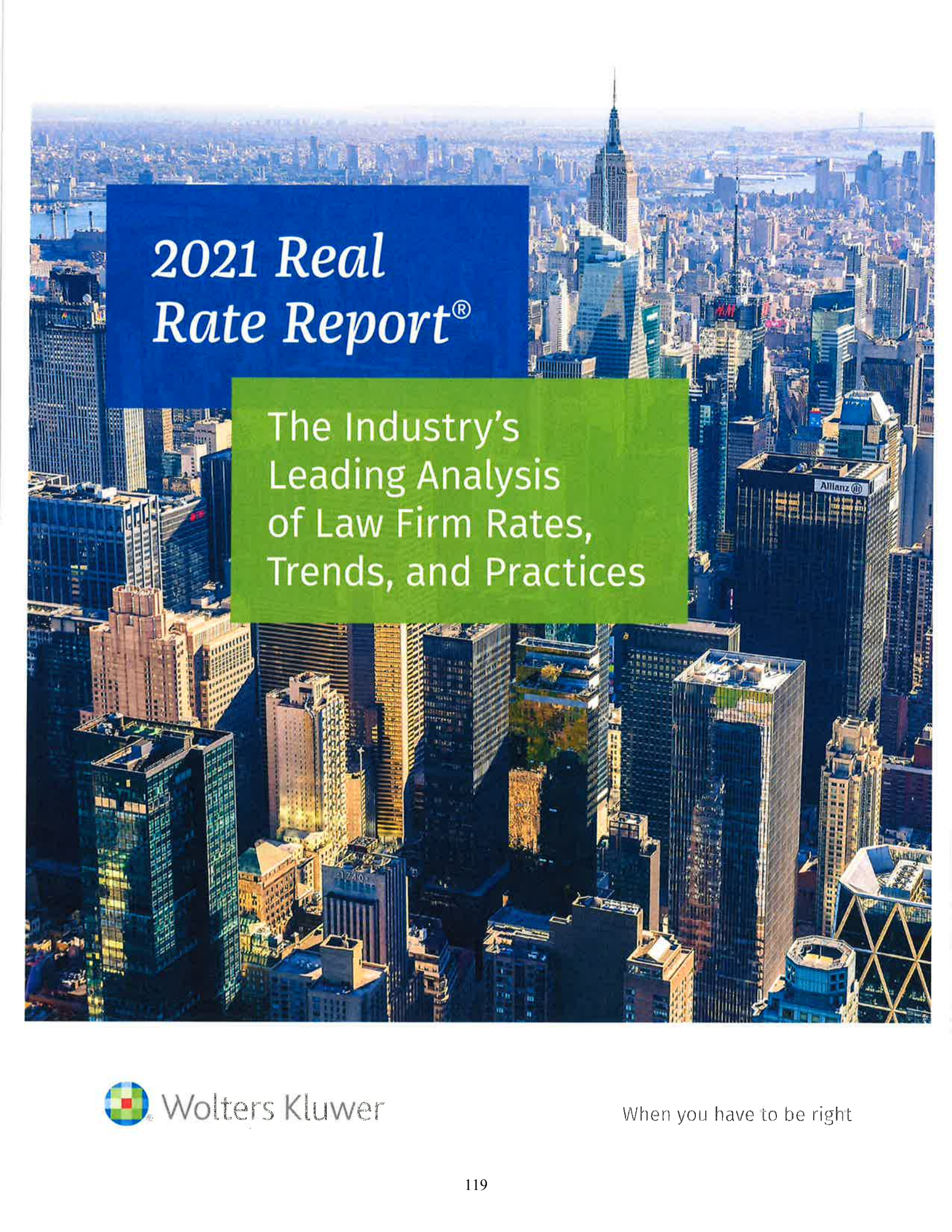


JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

Attorneys for DUANA LINNETTE MARTINEZ, on
behalf of herself and all others similarly situated

EXHIBIT 4

EXHIBIT 5

An aerial photograph of the New York City skyline, featuring numerous skyscrapers and the Empire State Building prominently in the background. The image is used as a background for the report cover.

2021 Real Rate Report®

The Industry's
Leading Analysis
of Law Firm Rates,
Trends, and Practices



Wolters Kluwer

When you have to be right



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A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
Las Vegas NV	Non-Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
Los Angeles CA	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Louisville KY	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
		Associate	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

Section I: High-Level Data Cuts

Cities

By Role

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
Los Angeles CA	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
Louisville KY	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

EXHIBIT 6

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7

Matter Billing Detail

Report Date: 2/14/2024
Report Time: 4:52PM
Page: 1 of 1
User ID: Gutierrez

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/14/2024
Client: CONDUENT - Rosio Ventura
Matter: CONDUENTPGA1 - Conduent Commercial Solutions-PAGA- Rosio Ventura v. Conduent

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
08/09/2022	FST	First Legal Network- E-Filing: Complaint for Damages for 1) Civil.... IN#30209403	\$1,615.75		Unbilled				
10/17/2022	FST	First Legal Network - E- Filing - Notice and Acknowledgment of Receipt IN# 30216387	\$33.50		Unbilled				
12/01/2023	FST	First Legal - Estimated costs till case completion	\$406.76		Unbilled				
02/14/2024	FST	First Legal Network-02.14.24-Joint Statement	\$39.95		Unbilled				
Total:			\$2,095.96	\$0.00					
Balance:			\$2,095.96						
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$2,095.96						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Matter Billing Detail

Report Date: 2/14/2024
Report Time: 4:39PM
Page: 1 of 2
User ID: Gutierrez

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/14/2024
Client: CONDUENT - Rosio Ventura
Matter: CONDUENTCOMMECL - Conduent Commercial Solutions, LLC- Rosio Ventura v. Conduent

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
06/03/2022	POS	Postage- 06.03.22 Certified Mail to Agent(s) re LWDA Filing	\$18.00		Unbilled				
06/03/2022	FIL	Filing Fee- 06.03.22 LWDA Filing Fee	\$75.00		Unbilled				
06/03/2022	FST	First Legal Network- E-Filing: Complaint for Damages, Civil Case Conference IN#30202789	\$1,615.75		Unbilled				
05/15/2023	MED	Mediation Services - IN# 19143 CK# 10844	\$9,500.00		Unbilled				
09/12/2023	FST	First Legal Network - Filing - 9/17/23 Case Status report IN# 30252348	\$83.10		Unbilled				
11/02/2023	FST	First Legal Network - Filing - 11/17/23 Joint Post Mediation IN#30260163	\$39.95		Unbilled				
		Total:	\$11,331.80	\$0.00					
		Balance:	\$11,331.80						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$11,331.80						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						