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Attorneys for Plaintiff Lisa Medlock, individually, and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

LISA MEDLOCK, individually and on behalf of all others similarly situated, Plaintiffs, v. BLUE SHIELD OF CALIFORNIA; TALENT TECHNICAL SERVICES, INC.; and DOES 1 through 20, inclusive, Defendants.	Case No. CGC-22-600992 *Assigned for all purposes to:* *Hon. Ethan P. Schulman, Dept. 304* **DECLARATION OF JESSICA L. CAMPBELL IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: July 24, 2024 Time: 9:00am Dept: 304

I, Jessica L. Campbell, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Partner with Aegis Law Firm, PC ("Aegis"), counsel for Plaintiff in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. If called as a witness, I could and would competently testify thereto.

Case History

3. On July 29, 2022, Plaintiff filed this class action on behalf of Defendant's non-exempt employees and alleged the following claims: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses (6) failure to provide accurate wage statements; (7) failure to pay all wages timely and upon separation of employment; and (8) violation of Business and Professions Code § 17200, *et seq*., based on the preceding claims.

4. On July 29, 2022, before adding a PAGA claim, Plaintiff provided written notice to the LWDA and Defendant regarding Defendant's alleged Labor Code violations, as required by Lab. Code § 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend to investigate, thus allowing Plaintiff to bring a PAGA claim against Defendant. As such, on February 27, 2023, Plaintiff filed her First Amended Complaint to add a claim for PAGA.

5. After serving Plaintiff's first set of written discovery and preliminary discussions about this action, the Parties agreed to explore early mediation. In advance of mediation, Defendant informally produced significant discovery, including Plaintiff's personnel file, written wage and hour policies, and a 38% sample of Class Members' timekeeping and pay records. To prepare for mediation, Plaintiff's counsel worked with experts to analyze time-keeping and payroll data related to the claims in order to evaluate the potential damages and penalties.

6. On January 25, 2024, the Parties attended a mediation session with Lynn Frank, a respected wage and hour mediator. After a full day of negotiations, the mediator made a mediator's proposal, which was later accepted by the Parties. The Parties spent the next few months negotiating the full terms of the Settlement, which was finalized in June of 2024. The negotiations were adversarial, conducted at arm's-

length, and tempered by the efforts of both sides to serve the interests of their clients. On February 27, 2024, the Court permitted Nimota Jimoh to substitute as success in interest to the decedent Plaintiff Medlock.

7. On June 11, 2024, Plaintiff submitted the Settlement and this Motion to the LWDA pursuant to Lab. Code § 2699(l)(2).

8. Defendant's records show the Class consists of approximately 130 individuals, making joinder of all Class Members impracticable. Further, the Class is readily ascertainable from Defendant's business records because all Class Members are current or former employees of Defendant.

9. Plaintiff alleged that Defendant maintained uniform employment policies and/or practices that illegally deprived Class Members of lawful wages, meal periods, rest breaks, accurate wage statements, and waiting time pay. Plaintiff's allegations present common legal and factual questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, minimum and overtime pay, meal period, and rest break policies to all Class Members; whether these policies and practices resulted in Labor Code violations; whether Defendant's conduct was intentional; and whether Class Members are entitled to penalties. These common questions could be resolved using Class Members' schedules, time punches, and payroll records, Defendant's corporate representative's testimony, written communications between Defendant and Class Members, and Class Member declarations.

10. Plaintiff alleges that she and other Class Members were employed by Defendant and injured by Defendant's common wage and hour policies and practices, including Defendant's scheduling, timekeeping, minimum wage pay, overtime pay, meal period, and rest break policies. Through documents and information exchanged in informal discovery, Plaintiff confirmed that these common policies and practices similarly affected Plaintiff and the Class. Further, Plaintiff's counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each of the claims meriting reductions in the likely recovery at trial. As such, Plaintiff's Counsel fully understood the strengths and weaknesses of the claims before the Parties reached a settlement.

11. Plaintiff contends that her claims are based on Defendant's common, class-wide policies and procedures, and that liability could be determined on a class-wide basis without dependence on individual assessments of liability

Exposure Analysis

12. While Plaintiff and her counsel believed and continue to believe this is a strong case for certification, the significant risks and expenses associated with class certification and liability proceedings must be taken into account.

13. In determining whether the amount offered in settlement was reasonable, Plaintiff's Counsel weighed that figure against many risk factors. Although the amount of the Class' maximum potential damages – if proven – is substantial, legitimate and serious risks compelled a considerable discount for settlement.

14. Plaintiff's Counsel calculated Defendant's total potential exposure assuming Plaintiff prevailed on all aspects of his claims at trial, but weighed that value against the chance of succeeding at class certification and trial. If Plaintiff continued to prosecute the claims rather than accept a settlement, Plaintiff would have faced deadlines to file a motion for class certification, had to have engaged in formal written discovery, taken depositions, expended time and resources to resolve disputes, prepared and filed potential dispositive motions and/or discovery motions, and engaged in extensive trial preparation. An adverse ruling at any one of these stages could have prevented the Class from obtaining any recovery.

15. Plaintiff's minimum wage claim was premised on the theory that Defendant failed to comply with the applicable local minimum wage of its remote workers. For example, Plaintiff worked remotely from her home in Richmond, California where the local minimum wage for 2021 was $15.21 per hour. However, Plaintiff alleged that she was inaccurately paid only $15 per hour. Using Class Members' employment data, Plaintiff's expert calculated a maximum potential exposure of approximately $10,878. However, the records showed many class members did not live in Richmond making this claim at risk for being highly individualized and difficult to prove on a class-wide basis. Accordingly, Plaintiff's counsel believed there was a 60% chance of success at class certification and a 50% chance of success on the merits at trial, rendering the claim worth approximately $3,263.

16. Plaintiff additionally alleged that Defendant failed to compensate class members for all time worked by requiring them to finish pre-shift duties before they were allowed to clock in, including time spent loading their computers and checking emails. Assuming unpaid wages of five minutes per shift, Plaintiff's expert calculated a maximum exposure of $14,012. However, Defendant did maintain written policies directing class members to accurately record their time worked and provided evidence that it paid for all recorded work. Additionally, there was no common evidence that Defendant required all class members to start work before clocking in. As such, this claim could become highly individualized and difficult to certify. As such, Plaintiff assumed there was a 40% chance of success at class certification and 30% chance of success on the merits at trial, rendering the claim worth approximately $1,681.

17. Plaintiff alleged that Defendant failed to pay weekly wages as required by Labor Code section 201.3, which requires employers in the security services industry to pay temporary services workers on a weekly basis. Plaintiff alleged that Defendant's failure to do so subjected it to potential liability for additional waiting time penalties under Labor Code § 210. Assuming all Class Members were owed waiting time penalties, then damages could reach $353,245. However, Defendant argued that it did not qualify as a temporary services provider and provided evidence that Plaintiff, like other Class Members, were on long-term client assignments and Labor Code section 201.3(b)(6) provides an exception for employees assigned to work for a client for over 90 consecutive days. Additionally, Plaintiff considered that she could not be able to prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Therefore, Plaintiff estimated a 40% chance at class certification and a 20% chance at trial, making this claim worth about $28,260.

18. Plaintiff's meal period claim was potentially worth about $99,693 in light of the violations shown in the records. However, Defendant argued that it maintained compliant written policies, that it had no obligation to "police" meal periods, and that employees could voluntarily waive their meal periods. Thus, Plaintiff discounted this claim for the risk that the damages could at least be reduced, and that the claim would be hard to certify with a compliant policy and the existence of meal period waivers. As such, Plaintiff's counsel believed there was a 60% chance succeeding at class certification and a 40% chance at trial, resulting in a value of $12,329.

19. Plaintiff's rest break claim was premised on the theory that class members were not relieved from duty for all rest breaks, especially when Class Members worked shifts over 10 hours. If Plaintiff could prove a 100% violation rate, then damages would reach up to $113,769. However, Defendant argued that a 100% violation rate is unrealistic especially given that in practice, it did provide Class Members with compliant breaks and provided evidence of facially compliant written policies providing for the same. Given the compliant policy language, this claim would have mainly relied on Class Member testimony, making it a riskier claim at class certification and liability stages. *See, e.g., Ordonez v. Radio Shack, Inc.,* 2013 WL 210223, at *11 (C.D. Cal. Jan. 17, 2013) ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United Site Servs. Of California, Inc.,* 2012 WL 5503550, at *8 (N.D. Cal. Nov. 13, 2012) ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate uniform practices."). As such, Plaintiff's Counsel believed there was a 40% chance at class certification and a 20% chance at trial, resulting in a value of approximately $9,102.

20. Plaintiff's failure to reimburse business expenses claim was premised on the theory that Defendant required Class Members to incur necessary business expenses without reimbursement by requiring class members to download mobile applications on their personal cellphones to record their time and access their wage statements. Plaintiff's expert calculated unreimbursed business expenses to be valued at around $7,595 assuming $5 of unreimbursed expenses per workweek. However, Defendant argued that use of their personal cell phones was for convenience of the employees, and thus was not a necessary expenditure or loss, as required by Labor Code Section 2802. (*Id.*) Further, even if Class Members did have to resort to their cell phones, there was no source of common proof as to who incurred expenses and whether they sought reimbursement, making the claim difficult to prove at trial. Accordingly, Plaintiff estimated an 70% chance of success at class certification and a 50% chance of prevailing at trial, thereby reducing the value of the claim to approximately $2,658.

21. Plaintiff's Counsel also considered the arguable presence of derivative wage statement penalties, and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue that Plaintiff could not show that Class Members suffered an "injury" as a result of the alleged

derivative wage statement violations, as required by Cal. Lab. Code § 226 or that the wage statements correctly reflected the wages paid and owed. Although the Class arguably could have seen a payout of approximately$74,600 for wage statement penalties, Plaintiff would not recover any of these derivative penalties if she failed to prove the underlying claims. Thus, Plaintiff discounted this claim assuming a 30% chance of class certification and 20% chance at the merits, resulting in a realistic value of $5,968 for the wage statement claim.

22. The PAGA claim presented even higher hurdles. Plaintiffs' expert analyzed the employment data provided by Defendant and found that Defendant's exposure could potentially reach $76,100 under Lab. Code § 2699(f), assuming the initial penalty rate of $100 for the estimated 761 pay periods in the PAGA liability period. However, to recover that amount, Plaintiff would have to prove a violation in every pay period. Most importantly, the Court would have discretion to reduce the PAGA award based on whether the amount of the award would be "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so wished. Plaintiff was doubtful she could recover any PAGA penalties, especially if a large class judgment was entered for the same violations against such a small employer who maintained mostly compliant written policies. Accordingly, Plaintiffs could not place a high value on the PAGA penalties, and therefore allocated $5,000 of the Gross Settlement Amount to settle these claims.

Class Representative Service Award

23. Plaintiff had the option to pursue her claims individually, but instead chose to pursue this class action, delaying individual recovery until approval of a class action settlement. Throughout the case, Plaintiff, and subsequently her successor in interest, have assisted counsel in gathering the evidence necessary to prosecute the class claims, maintained regular contact with counsel, was available on the day of mediation and communicated with their attorneys during the day of mediation to answer critical questions, and reviewed the Settlement to make sure it was fair to the Class. None of the other approximately 130 Class Members had shown any interest in bearing the expense and burden of litigating their own claims. No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiff's services on behalf of the Class.

Successor in interest and Ms. Medlock's estate should get the enhancement Ms. Medlock would have received if she was here today.

24. The amount of Plaintiff's requested Service Award was not negotiated until after the Parties agreed to the Gross Settlement Amount and many other terms.

25. At the final approval stage, Plaintiff will further support the request for her Service Award by a declaration that addresses the factors for the award.

Counsel's Qualifications

26. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

27. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions.

28. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden,* United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC,* Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al,* San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al,* Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica,* Orange

County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake,* Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.,* Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank,* Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al.* v. *Pizza Hut of Southeast Kansas, Inc. et al.,* Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare,* Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc*., Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al,* Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases,* Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers)*; Lunsford v Stater Bros*., Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo,* Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.,* Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.,* Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists). All cases cited above were successfully resolved for the plaintiff classes.

29. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of California at Berkeley in 1997.

30. After graduation from law school in 2001, the same year in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and other employment related matters.

31. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented and obtained successful outcomes for his clients, including awards through arbitration and trial.

32. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

33. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018.

34. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

35. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

36. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018.

37. I am a partner at Aegis Law Firm. I was admitted to the California Bar in December of 2011, and received my J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. I have dedicated my career to plaintiffs' side class actions. My experience includes successful work on class action appeals, class certification motions, and class settlements. I was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2018 and 2019.

38. Aegis Law Firm has performed significant work and expended litigation costs in prosecuting the matter with no guarantee of any payment.

39. At final approval, Plaintiff's Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

<u>Exhibits</u>

40. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice Is attached hereto as **Exhibit 1**.

41. A true and correct copy of the LWDA's confirmation that my office submitted the Settlement and this Motion is attached hereto as **Exhibit 2.**

42. A true and correct copy of the PAGA notice that my office sent on behalf of Plaintiff to the LWDA and Defendant on July 29, 2022 is attached hereto as **Exhibit 3**.

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

Executed on June 10, 2024 at Irvine, California.

Jessica L. Campbell

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

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July 29, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Blue Shield of California:
Seth Jacobs
50 Beale St
San Francisco, CA 94105

Agent for Service of Process for Talent Technical Services, Inc.:
Legalzoom.com, Inc. (C2967349)
101 N. Brand Blvd. 11^{th} Fl.
Glendale, CA 91203

Re: *Lisa Medlock v. Blue Shield of California and Talent Technical Services, Inc.*

Dear Labor and Workforce Development Agency; Blue Shield of California; and Talent Technical Services, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Blue Shield of California and Talent Technical Services, Inc. (Collectively, "Respondents") and the facts and theories in support of said allegations. This firm represents Lisa Medlock ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondents under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondents

The specific provisions of the Labor Code allegedly violated by Respondents and the provisions under which Claimant submits this correspondence include the following: §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondents

Claimant and other aggrieved employees worked for Respondents in California as non-exempt employees. Claimant was employed by Respondents in California within the past year.

During the past year, Respondents failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondents violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondents failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondents violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondents failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondents' policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. Respondents failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondents. As such, Respondents violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondents violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number;

(8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

Respondents violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondents violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondents due to the above violations and because payments were late (in violation of Labor Code sections 201, 201.3, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondents. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC

Jessica L. Campbell

Enclosure: Class Action Complaint