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7 Attorneys for Plaintiff,

JERIME SAUNDERS

8 **IN THE SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SACRAMENTO, GORDON D. SCHABER SUPERIOR COURT**

10 JERIME SAUNDERS, an individual, on behalf
of all other similarly situated,

11 Plaintiff,

12 vs.

13 PROGRESSIVE HOUSING, INC., a California
14 corporation; CATHY LEMKE, an individual;
15 FRED LEMKE, an individual; and DOES 1
16 through 20 inclusive,

17 Defendants.

Case No. 34-2022-00331427

Assigned to Jill Talley in Dept. 23

**DECLARATION OF JENNA M. KOLESON
IN SUPPORT OF PLAINTIFF JERIME
SAUNDERS'S MOTION FOR
PRELIMINARY APPROVAL**

Date: April 25, 2025

Time: 9:00 AM

Dept.: 23

Action Filed: December 13, 2022

Trial Date: **None**

21 **DECLARATION OF JENNA M. KOLESON**

22 I, Jenna M. Koleson, declare as follows:

23 1. I am the attorney for Plaintiff in this Action and a member of good standing with the
24 State Bar of California.

25 2. I have personal knowledge of all facts contained in this Declaration, and if called to do
26 so, I could and would testify thereto.

27 3. Plaintiff Jerime Saunders respectfully requests this Court grant preliminary approval of
28 the Proposed Settlement which would resolve this Class and Representative PAGA Action. If

1 approved, the Proposed Settlement will provide monetary payments to individuals employed by
2 Defendants Progressive Housing, Inc., Cathy Lemke, and Fred Lemke (collectively, “Defendants” or
3 “Happy Daze RV”) in California and classified as hourly-paid, non-exempt employees who worked
4 for Defendants during the Class Period, December 13, 2018, through November 6, 2024. The Putative
5 Class consists of a total of 463 Class Members who collectively worked a total of 24,176 Workweeks,
6 and 359 Aggrieved Employees who worked a total of 7,661 PAGA Pay Periods.

7 4. The Proposed Settlement will resolve the individual, class, collective, and
8 representative claims of Plaintiff and the participating Class Members against Defendants for
9 violations of California’s Labor Code and Business & Professions Code, including: (1) failure to pay
10 minimum wage in violation of Labor Code §§ 1182.12, 1194, 1197, and 1198; (2) failure to pay
11 overtime in violation of Labor Code §§ 510 and 1198; (3) failure to provide meal periods in violation
12 of Labor Code §§ 226.7, 512(a), and 1198; (4) failure to indemnify for necessary expenditures in
13 violation of Labor Code § 2802; (5) failure to furnish compliant wage statements and maintain accurate
14 pay records in violation of Labor Code §§ 226, 1174(d), and 1198; (6) failure to timely pay wages in
15 violation of Labor Code § 204; (7) willful failure to pay wages in violation of Labor Code §§ 201 –
16 203; (8) unfair competition in violation of California’s Unfair Competition Law (“UCL”), Business &
17 Professions Code §§ 17200, *et seq.*; (9) civil penalties pursuant to California’s Private Attorneys
18 General Act (“PAGA”), Labor Code §§ 2698, *et seq.*; (10) failure to pay sick time in violation of
19 Labor Code § 246; and (11) failure to provide rest periods in violation of Labor Code §§ 226.7 and
20 1198.

21 5. In consideration, Defendants have agreed to pay a total of \$450,000. (*See* Dept. 23
22 Checklist for Approval of Class Action Settlements ¶ 3 (hereinafter “Dept. 23 Checklist”). This is
23 not a claims-made or reversionary settlement, so Class Members are not required to opt-in, and no
24 portion of the settlement will revert to Defendants. (Dept. 23 Checklist ¶ 4).

25 6. Plaintiff Saunders worked as a service technician for Happy Daze RV, incorporated
26 under Progressive Housing, Inc., from January 3, 2022, to August 11, 2022, located at 1199 El Camino
27 Ave, Sacramento, CA 95815. Happy Daze RV is a recreational vehicle dealership that has multiple
28 locations and employs nearly 500 people. Mr. Saunders’s job duties included pre-delivery inspections

1 on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday,
2 from 8:00AM to 4:30PM and was paid \$25 per hour. Mr. Saunders alleges he spent roughly \$4,000
3 on tools to perform his job duties at Happy Daze RV, which have gone unreimbursed. (Dept. 23
4 Checklist ¶¶ 1, 10).

5 7. In order to investigate the strengths and weaknesses of Plaintiff's claims, I obtained
6 time keeping records for a sample of the Class employed by Defendants between December 1, 2017,
7 through April 15, 2023, and hired a forensic and financial consulting firm to evaluate the employee
8 data. Independent of the expert analyses, I conducted a thorough investigation into the merits of
9 Plaintiff's claims and the applicable law. Through informal discovery, I received written employment
10 policies, Plaintiff's employment records, and a sample of wage and hour data for the Putative Class. I
11 reviewed over 12,000 pages of discovery before conducting further investigation to evaluate the merits
12 of Plaintiff's claims. Such review and investigation allowed me to determine the class size, hours
13 worked, workweeks and pay periods, hourly rates, and total compensation of non-exempt employees
14 in the Class. Finally, I obtained numerous recorded interviews under oath of individuals that worked
15 in various departments at Happy Daze RV during the Class Period to corroborate Plaintiff's
16 allegations.

17 8. On December 12, 2022, Plaintiff filed his putative wage and hour class action on behalf
18 of himself and others similarly situated. On August 25, 2022, Plaintiff sent a notice to Defendants as
19 well as the LWDA alleging similar wage and hour violations pursuant to the PAGA. On January 9,
20 2023, Plaintiff filed a First Amended Complaint ("FAC") against Defendants adding a cause of action
21 under the PAGA. Plaintiff additionally sent an Amended PAGA Notice to Defendants and the LWDA
22 on November 2, 2022. On July 3, 2024, Plaintiff's Second Amended Complaint ("SAC") was entered
23 by the Court, and thereafter, on October 1, 2024, Plaintiff sent another amended PAGA Notice to
24 Defendants and the LWDA. True and correct copies of Plaintiff's Complaint, FAC, and SAC have
25 been consolidated and attached hereto as Exhibit 1: Consolidated Pleadings. True and correct copies
26 of Plaintiff's PAGA Notices have been consolidated and are attached hereto as Exhibit 2:
27 Consolidated PAGA Notices.

28 9. The Parties mediated this Action on May 10 and July 9, 2024, with Joann Rezzo, Esq.

1 and were able to reach a proposed global settlement of all claims.

2 10. The Parties memorialized the terms of their agreement on March 5, 2025. A true and
3 correct copy of the Settlement Agreement is attached hereto as Exhibit 3: Class Action & PAGA
4 Settlement Agreement. (Dept. 23 Checklist ¶ 14).

5 11. I submitted a copy of this Motion and the fully executed Class Action & PAGA
6 Settlement Agreement to the LWDA via electronic submission on March 31, 2025. A true and
7 correct copy of the submission confirmation is attached hereto as Exhibit 4: Confirmation of LWDA
8 Submission.

9 12. On January 29, 2024, Defendants notified Plaintiff Saunders about a related case,
10 *Robert Caron v. Progressive Housing, Inc.*, Case No. 23CV421898, filed in Santa Clara County
11 Superior Court on August 23, 2023. Plaintiff Robert Caron's suit alleges causes of action for: (1)
12 failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to pay all sick pay
13 wages; (4) meal period violations; (5) rest period violations; (6) wage statement violations; (7) waiting
14 time penalties; (8) failure to reimburse business expenses; and (9) unfair competition. (Dept. 23
15 Checklist ¶ 23).

16 13. On February 28, 2024, a Petition for Coordination and Stay, JCCP 5319, was filed
17 with the Chair of the Judicial Council of California by Plaintiff Caron. Thereafter, on March 7, 2024,
18 Plaintiff Saunders submitted his Opposition to Plaintiff Caron's Petition for Coordination and Stay
19 of Actions on the grounds that both coordination and stay were unnecessary because the Saunders
20 Action was in the final stages of litigation and near settlement. On April 23, 2024, the Judicial
21 Council assigned the Honorable Stephen Acquisto, Judge of the Superior Court of California,
22 County of Sacramento, to sit as coordination motion judge and determine whether coordination of
23 the Saunders and Caron actions was appropriate. On May 1, 2024, Judge Acquisto denied the
24 Petition on the grounds that coordination would not serve the interests of judicial efficiency and
25 could disrupt the potential resolution of the Saunders case. A true and correct copy of this Order is
26 attached hereto as Exhibit 5: Order Denying Coordination.

27 14. Neither the Class nor Plaintiff Caron would be disadvantaged by approval of the
28 Proposed Settlement. Indeed, the Proposed Settlement is fair to the Class as expounded upon in greater

1 detail below. Additionally, Plaintiff Caron may object to the Proposed Settlement and proceed with
2 his claims individually as may any other Class Member. Any settlement of this Action will not have a
3 preclusive effect on Plaintiff Caron's individual claims because no findings of fact are made in class
4 settlements. Rather, the release here bars only subsequent suits by any class members who fail to
5 exclude themselves from the Class, but it would not bar Plaintiff Caron's individual suit if he opts out
6 of the settlement. Further, Mr. Caron will receive a portion of this settlement as an aggrieved
7 employee.

8 15. The "Gross Settlement Amount" of \$450,000 is non-reversionary and inclusive of all
9 payments, including the Individual Settlement Payments to Participating Class Members; Court-
10 approved allocation of attorneys' fees and reimbursement of litigation costs to Class Counsel;
11 Settlement Administration Costs; Plaintiff's Service Award; and the PAGA Payment. (Dept. 23
12 Checklist ¶ 6). The Gross Settlement Amount expressly excludes Employer Taxes, which shall be
13 paid by Defendants separate, apart, and in addition to the Gross Settlement Amount. (Dept. 23
14 Checklist ¶ 7). The Parties further agreed that if the total number of workweeks worked by Settlement
15 Class members exceeds fifteen percent (15%) of the workweeks in the Class Period, the Gross
16 Settlement Fund will increase proportionally by the workweeks worked in excess of 3,626.

17 16. Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
18 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which amounts to \$157,500.
19 Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by
20 Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this
21 matter as set forth by declaration testimony in an amount up to \$43,000. (Dept. 23 Checklist ¶¶ 20,
22 21). Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
23 less than the amounts provided for herein, then the unapproved portion shall be a part of the Net
24 Settlement Amount.

25 17. The "Settlement Class" consists of all current and former non-exempt, hourly-paid
26 employees who worked in California for Defendants at any time during the Class Period. "**Class**
27 **Period**" means December 13, 2018, through November 6, 2024, and "**PAGA Period**" means August
28 25, 2021, through November 6, 2024. (Dept. 23 Checklist ¶¶ 9, 12). Per the Settlement Agreement,

as 120 days have passed since the final mediation on July 9, 2024, and the Approval Date has not yet occurred, the Class and PAGA Periods ended on November 6, 2024.

18. The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Boys and Girls Club of America, a nonprofit 501(c)3 corporation (EIN 13-5562976) and the *cy pres* recipient, for use in Sacramento County. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384, and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of section 384. Class Counsel does not have an interest in the *cy pres* recipient, including its governance. (Dept. 23 Checklist ¶ 18).

19. The estimated average amount that Class Members will receive as their share of the settlement distribution is \$466.52 (\$216,000 Net Settlement Amount / 463 Class Members). Defendants represented that there are no more than 24,176 Workweeks in the Class Period, so each Class Members will receive approximately \$8.93 per workweek (\$216,000 Net Settlement Amount / 24,176 Workweeks). (Dept. 23 Checklist ¶ 17). Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made by the Settlement Administrator as follows:

<u>Class Member Individual Settlement Payment</u>
<i>(Class Member's Workweeks ÷ Class Workweeks)</i> <i>× Net Settlement Amount</i>
<u>Aggrieved Employee Individual PAGA Payment</u>
<i>(Aggrieved Employee's Workweeks ÷ PAGA Workweeks)</i> <i>x \$5,625.00 (PAGA Payment)</i>

20. Plaintiff and all Participating Class Members will release all claims against the Released Parties asserted in the Operative Complaint filed in the Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaint for the duration of the Class Period, including: (1) all claims for failure to pay overtime

1 wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal
2 periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or
3 compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from
4 employment; (6) all claims for failure to issue accurate and compliant wage statements; (7) all claims
5 for failure to pay paid sick leave in accordance with California law; (8) all claims for failure to
6 reimburse employees for business expenses; and (9) all claims asserted through California Business
7 & Professions Code §§ 17200, *et seq.* arising out of the Labor Code violations referenced in the
8 Complaint (“Class Released Claims”). (Dept. 23 Checklist ¶ 11).

9 21. Aggrieved Employees release only claims asserted in the PAGA Notice, Amended
10 PAGA Notice, and the Operative Complaint for PAGA civil penalties during the PAGA Period,
11 including (1) failure to pay wages under Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
12 and Cal. Code Regs. tit. 8, § 11010; (2) overtime pay violations under Labor Code §§ 510, 1194, 1198;
13 (3) meal period violations under Labor Code §§ 226.7, 512, 1198; Wage Order Nos. 1–2001 to 16–
14 2001, § 11; Wage Order No. 17-2001, § 9; 8 Cal. Code Regs. §§ 11010-11160, § 11; 8 Cal. Code
15 Regs. § 11170, § 9; (4) failure to indemnify necessary business expenditures under Labor Code §
16 2802; (5) inaccurate wage statements and failure to keep employee records under Labor Code §§ 226,
17 558.1, 1174, 1174.5, 1198; (6) untimely wage payment under Labor Code §§ 204 and 210; (7) waiting
18 time penalties under Labor Code §§ 201, 202, and 203; (8) unfair competition in violation of Business
19 and Professions Code §§ 17200, *et seq.* and Labor Code § 1021.5; (9) paid sick leave violations under
20 Labor Code §§ 246, 558, 1021.5, 1194.2, 1197.1, 1198, and 1199; and (10) rest period violations under
21 Labor Code §§ 226.7 and 1198; 8 Cal. Code Regs. §§ 11010 – 11160; Wage Order Nos. 1–2001 to
22 16–2001, §§ 11–12. (Dept. 23 Checklist ¶ 16).

23 22. Settlement Class Members who worked during the PAGA Period as Aggrieved
24 Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will
25 still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released
26 Claims. (Dept. 23 Checklist ¶ 14).

27 23. Plaintiff Saunders will execute a broader release, including all claims, demands, rights,
28 liabilities and causes of action of every nature and description whatsoever, known or unknown,

1 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
2 federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or
3 omission of the Released Parties through the date of full execution of this Agreement in connection
4 with Plaintiff's employment with Defendants or the termination thereof, except for any and all other
5 claims that may not be released as a matter of law through this Agreement.

6 24. Here, the Proposed Settlement allocates \$25,000 to PAGA penalties, in which \$8,750
7 (35%) will be paid to Aggrieved Employees on a *pro rata* basis based on the weeks they actually
8 worked during the PAGA Period, and \$16,250 (65%) will be paid to the LWDA. This sum was agreed
9 upon by considering the maximum PAGA penalties at risk to Defendants (and the likelihood a court
10 would not permit stacking and/or use its discretion to reduce the PAGA penalty award), and if any
11 larger allocation were made to PAGA Penalties, Class Members would receive less compensation for
12 their claims. Further, the thirty-five/sixty-five percent (35/65%) allocation of PAGA penalties reflects
13 the legislature's intent of the 2024 PAGA Updates to allocate more of PAGA settlements to the
14 aggrieved employees. Out of the 463 Class Members, 359 are also Aggrieved Employees. Thus, the
15 allocation towards PAGA penalties, or "non-class claims" is fair to those affected as 78% of Class
16 Members are also receiving a PAGA Payment as an Aggrieved Employee. *See Moniz*, 72 Cal. App.
17 5th at 77. (Dept. 23 Checklist ¶ 16).

18 25. Absent class treatment, similarly situated individuals with small, yet meritorious claims
19 would have no practical means of redress due to the time, effort, and expense required to prosecute
20 individual actions. Here, a class action is the superior method of adjudication because it promotes
21 judicial economy, avoids duplicative efforts, and reduces expense and risk for the Class. Accordingly,
22 and as the Proposed Settlement satisfies the requirements for class certification pursuant to Code of
23 Civil Procedure section 382, Plaintiff requests that this Court provisionally certify the Settlement
24 Class. (Dept. 23 Checklist ¶ 9).

25 26. The Putative Class consists of a total of 463 Class Members who collectively worked
26 a total of 24,176 Workweeks, and 359 Aggrieved Employees who worked a total of 7,661 PAGA Pay
27 Periods. Under *Rose*, this satisfies the numerosity requirement. The Class is also ascertainable as each
28 Class Member can be identified by reference to Defendants' employment records. Additionally,

1 Defendants will provide Class Members' full names, last known mailing addresses, social security
2 numbers, job titles, and the number of workweeks employed during the Class and PAGA Period.

3 27. The central issues in this Action are lack of fully compliant written policies for the
4 entirety of the class period; high frequency of non-compliant meal and rest periods in the records;
5 failure to accurately pay all required meal and rest period premiums; off-the-clock work; failure to
6 reimburse for necessary business expenses; and derivative liability for waiting time penalties, failure
7 to provide accurate paystubs, and unfair competition. Plaintiff alleges that Defendants' policies and
8 practices violate California's wage and hour laws, and because these policies applied uniformly to all
9 employees, not just Plaintiff, common questions of law and fact are generated, making certification
10 and liability relatively straightforward. Plaintiff's claims are typical of the Class because he was
11 subjected to the same policies and practices applicable to all employees working for Happy Daze RV
12 during the Class Period. Additionally, because Plaintiff's claims are typical of the Class, there are no
13 apparent interests which would be antagonistic to those of the Class.

14 28. Class Counsel did not discuss settlement until after receipt of the information and
15 documents necessary to make an informed evaluation of the strengths and weaknesses of the case. The
16 Proposed Settlement was reached following a two-part, full-day mediation with an experienced
17 neutral. At mediation, both sides were represented by legal counsel who vigorously defended their
18 respective positions. The mediation resulted in a mediator's proposal for a \$450,000 global resolution
19 which the Parties ultimately accepted. After the successful mediation, for several months, the Parties
20 negotiated the terms of their MOU, and then their formal long-form Settlement Agreement. While the
21 Parties disagree over the scope of Defendants' exposure to the alleged claims as well as the merits of
22 the claims themselves, the Parties agree that the Proposed Settlement is fair, reasonable, and adequate
23 in light of all known facts, circumstances, and litigation risks. Based on the foregoing, the Proposed
24 Settlement was a product of an informed and adversarial arm's-length negotiation.

25 29. The Proposed Settlement provides fair, reasonable, and adequate relief to the Class in
26 light of the risks associated with proving liability on each claim and the expense of continued litigation.
27 With respect to the claims asserted on behalf of the Class, there are risks that support the reduced
28 compromise amount. These risks include, but are not limited to (i) the risk that Plaintiff would be

1 unable to establish liability for unpaid straight time or overtime wages; (ii) the risk that Defendant's
2 meal and rest period policies might not ultimately support class certification or a class-wide liability
3 finding; (iii) the risk that uncertainties pertaining to the ultimate legality of Defendant's policies and
4 practices could preclude class-wide awards of statutory penalties under Labor Code 203 and 226(e);
5 (iv) the risk that individual differences between Class Members could be construed as pertaining to
6 liability and not solely to damages; (v) the risk that any civil penalties awarded under the PAGA could
7 be reduced by the Court in its discretion; (vi) the risk that class treatment could be deemed improper
8 as to one or more claims—except for the purposes of settlement; and (vii) the risk that appellate
9 litigation could ensue. (Dept. 23 Checklist ¶ 13).

10 30. Although Plaintiff maintains that all claims are meritorious and believes he would have
11 prevailed had he taken the issues to trial, Plaintiff acknowledges that Defendants possess legitimate
12 defenses to liability, class certification, and manageability. Defendants have consistently denied all
13 material allegations in this action, that they violated any applicable laws, that they are liable for
14 damages, penalties, interest, restitution, attorney's fees, costs, or for any other remedy on account of
15 the claims asserted in this action, and that class certification or representative treatment is appropriate
16 as to any claim in the action. Such considerations pose a substantial obstacle for Plaintiff to maintain
17 his meal period, rest period, and unpaid wages claims, as well as establishing the full amount of
18 Plaintiff's estimated damages and civil penalties for such claims at trial. Additionally, continued
19 litigation would very likely be extremely expensive, reducing and substantially delaying any recovery
20 by Class Members. In contrast, the Proposed Settlement will guarantee that Class Members will
21 receive timely relief, substantial monetary recovery, and avoid the risk of an unfavorable judgment.

22 (a) Failure to Pay Minimum Wages:

23 31. In this case, Plaintiff's failure to pay minimum wages claim is predicated on
24 Defendant's alleged failure to pay Class Members for hours they spent working off-the-clock during
25 meal breaks and after clocking out at the end of the day. Without any discounts applied and assuming
26 liability could be established, the estimated exposure on this claim is \$849,665.52 in unpaid wages.
27 This was calculated assuming each Class Member worked an average of 1.5 hours off-the-clock per
28 Workweek and the average hourly wage worked across the class as \$23.43 per hour (\$23.43 Average

Hourly Wage x 1.5 hours x 24,176 Workweeks). The evidentiary support for this allegation is exclusively testimony from Class Members.

32. In response, Defendants contend that (i) Defendants had no actual or constructive knowledge of alleged worked off-the-clock pre-shift, post-shift, during meal periods, or at any other time; (ii) employees are entrusted with clocking-in before completing any work, and likewise, clocking-out at the end of their shifts only once they've finished their job duties for the day, and Defendants' written policies state as much; (iii) Defendants maintained lawful time-keeping and meal period policies, employees were not required to interrupt their meal periods to attend to work, and if that purported circumstance ever arose, they could simply clock out early for a meal period (rather than work off-the-clock); and (iv) determining which employees allegedly worked off-the-clock, and under what circumstances the alleged off-the-clock work occurred, would devolve into a series of mini-trials that render this claim unsuitable for class treatment.

33. As such, it is no certainty that the class would be awarded 1.5 hours of off-the-clock time per workweek because the trier of fact could find that the class worked fewer hours off-the-clock per workweek, or no off-the-clock time for that matter. Thus, the \$849,665.52 maximum recovery under this claim is subject to reduction. Further, because Plaintiff carries the burden of proof on this claim, this is supported solely with witness testimony, and Defendants had facially compliant policies regarding meal periods and working off-the-clock, a more realistic estimate of the value of this claim is \$212,416.38, reflecting a 75% possibility of either a lower damages award or defense verdict on this claim. In light of the expenses associated with continued litigation and deposing several employees to determine the average amount of time spent working off-the-clock, the Proposed Settlement is reasonable.

(b) Failure to Pay Overtime Wages:

34. Similar to his failure to pay minimum wage claim, Plaintiff's overtime claim is largely based on Defendants' alleged failure to pay employees for work that was required but completed off-the-clock. Thus, the same analysis applicable, evidentiary concerns, and defense contentions associated with the minimum wage claim equally apply to Plaintiff's overtime claim. Assuming each Class Member worked an average of 1 hour off-the-clock per workweek subject to the overtime rate,

1 which would be \$35.15 per hour based on the average hourly wage worked across the class, the
2 maximum recovery would be \$849,786.40 on this claim (\$35.15 Average Hourly Overtime Rate x 1
3 hour x 24,176 Workweeks). Similar to the minimum wage claim, a more realistic estimate of the value
4 of this claim is \$212,446.60, reflecting a 75% possibility of either a lower damages award or defense
5 verdict on this claim.

6 *(c) Failure to Provide Meal Periods:*

7 35. During Plaintiff's employment, Defendants' policies and practices made it difficult for
8 employees to take compliant meal breaks. Plaintiff's main theories of meal and rest period liability
9 were that Happy Daze RV runs continuous service operations at their dealerships, which made it
10 difficult for employees to take meal and rest breaks if customers needed assistance, thereby resulting
11 in employees experiencing a high volume of meal period interruptions. In this ongoing and busy
12 environment, Plaintiff contends that Happy Daze RV lacked adequate meal and rest period
13 infrastructure. There was no bell that sounded, or daily break schedule, or standardized relief crews.
14 Assuming Plaintiff could establish one meal period violation per Class Member per Workweek at trial,
15 the estimated exposure on this claim is \$566,443.68 in unpaid meal period premiums (\$23.43 per
16 violation x 1 violation per workweek x 24,176 Workweeks).

17 36. In response, Defendants contended that (i) Defendants had compliant written policies
18 on meal periods, employees were informed of the ability to take timely and duty-free meal periods,
19 they did so, and they were not discouraged or prevented from doing so; (ii) Defendants utilized meal
20 period waiver forms where appropriate; (iii) Defendants paid meal period premiums for meal period
21 issues; and (iv) determining which employees allegedly experienced a true meal period violation
22 versus which had a missed, short, or late meal period as a result of a voluntary waiver would require
23 an individualized analysis that renders class action treatment inappropriate. Based on the strength of
24 the defenses raised, and the possibility of a defense verdict of zero dollars on this claim, a more realistic
25 estimate of the value of this claim is \$141,610.92, reflecting a 75% possibility of either a lower
26 damages award or defense verdict on this claim.

27 *(d) Failure to Indemnify for Necessary Expenditures:*

28 37. Plaintiff alleges that Defendants failed to reimburse service technician class members

1 for necessary business expenses. These Class Members were required to supply their own tools, which
2 were necessary to perform their job duties for Happy Daze RV but were not reimbursed for the
3 purchase of those hand tools. Plaintiff's individual claim for reimbursement of "hand tools and
4 equipment" as defined by the DLSE Manual, totaled \$4,000 of unreimbursed business expenses. This
5 figure further represents the approximate amount that Plaintiff contends would be necessary for any
6 service technician to perform their job duties at Happy Daze RV. Therefore, the maximum value of
7 this claim would be \$508,000 assuming all service technician class members spent \$4,000 in necessary
8 business expenditures (\$4,000 x 127 Service Technician Class Members).

9 38. In response, Defendants counter that (i) employees were not, in fact, required to provide
10 their own work tools – Defendants furnished every work tool necessary, and if employees brought
11 their own work tools, they did so for their own convenience, not because of any employer-mandated
12 requirement; (ii) employees can raise expense requests internally and get reimbursed for properly-
13 incurred expenses; (iii) even if a service technician purchased tools for the job, such expenses would
14 be significantly less than \$4,000 per Class Member; and (v) determining which employees are
15 allegedly owed reimbursement would be an employee-by-employee inquiry that is not amenable to
16 class action treatment.

17 39. As such, the amount the Class could reasonably expect to be awarded at trial on this
18 claim would be zero if Defendant proved that it in fact did supply technicians with all necessary tools
19 or reduced if it proved each Class Member spent less than \$4,000 on their tools. Thus, the amount
20 recoverable under this claim could be subject to a significant reduction by the number of Class
21 Members who were not eligible for any kind of business expenses, or less than the estimated \$4,000
22 per technician amount. Based on the strength of these defenses, a more realistic estimate of the value
23 of this claim is \$254,000, reflecting a 50% possibility of either a lower damages award or defense
24 verdict on this claim.

25 (e) Failure to Furnish Compliant Wage Statements & Maintain Accurate Pay Records:

26 40. With respect to the derivative theory, which is Plaintiffs' main theory, Plaintiffs' claim
27 under Labor Code section 226 is based on the assertion that Defendants committed other wage-and-
28 hour violations (e.g., failure to pay for off-the-clock work and meal period premiums) which resulted

1 in inaccurate wage statements. More specifically, Plaintiff contends that his timecards did not reflect
2 the accurate number of hours he worked each pay period as a result of his off-the-clock work, missed
3 meal and rest periods, and therefore his wage statements correspondingly reported less than the amount
4 of wages that were actually due to him.

5 41. Defendants contend that (i) its wage statements were facially-compliant in all material
6 respects and employees could determine the legally-required information without resorting to other
7 sources; (ii) there was no “injury” or “knowing and intentional” violations within the meaning of Labor
8 Code section 226; (iii) because Plaintiff’s other alleged wage-and-hour claims lacked merit, Plaintiffs’
9 derivative theory under Labor Code section 226 lacked merit; and (iv) this claim is not suitable for
10 class action treatment because Plaintiff’s derivative theory hinges on alleged underlying wage-and-
11 hour violations, and the alleged underlying wage-and-hour violations are themselves not susceptible
12 to class treatment.

13 42. Assuming this claim somehow survived, the Class would have been entitled to a \$50
14 penalty for every pay period in which a Class Member was furnished an inaccurate wage statement
15 up to the statutory maximum of \$4,000 per member. Based on the employment data produced, the
16 approximate amount of penalties recoverable by the class was \$1,852,000. Plaintiff arrived at this
17 figure by multiplying the number of pay periods that the 463 Class Members worked by \$50 (24,176
18 Workweeks x \$50 = \$1,208,800), up to a maximum of \$4,000 for each employee (463 Class
19 Members x \$4,000 = \$1,852,000). But, in light of the *Maldonado* decision, the amount that the Class
20 could reasonably expect to be awarded at trial on this claim is zero.

21 (f) Willful Failure to Pay Wages:

22 43. Plaintiffs’ claim for failure to pay all wages due upon separation from employment
23 under Labor Code section 203 is derivative of Plaintiffs’ other claims. That is, Plaintiffs’ claim under
24 Labor Code section 203 is based on the assertion that Defendants committed other wage-and-hour
25 violations (e.g., failure to pay for off-the-clock work, failure to pay meal period premiums, etc.) which
26 resulted in unpaid wages that were not tendered to separated employees in their final pay.

27 44. First, it is important to acknowledge the willfulness finding required for Labor Code
28 sections 203 and 226 is challenging to establish. Further, Defendants counter Plaintiff’s allegations,

1 asserting (i) a good-faith dispute exists as to whether Defendants committed the alleged underlying
2 wage-and-hour violations, and consequently Plaintiffs' claim for waiting-time penalties under Labor
3 Code section 203 lacks merit; and (ii) because Plaintiffs' other claims would not be amenable to class
4 action treatment, neither would Plaintiffs' derivative claim under Labor Code section 203. Were this
5 claim successful at trial, the Class would have been entitled to penalties calculated at each employee's
6 daily wages, up to a maximum of thirty (30) days. Here, because the average hourly wage of the Class
7 Members was \$23.43, and the 30-day maximum was reached as to each of the approximately 311
8 Class Members whose employment with Happy Daze RV terminated during the Class Period,
9 \$1,748,815.20 is the maximum value of this claim ($(\$23.43 \times 8 \text{ hours} \times 30 \text{ days}) \times 311 \text{ Class}$
10 Members). However, because this claim is derivative of the failure to pay minimum and overtime
11 wage claims, it must be discounted to the same extent as those underlying claims in light of the
12 obstacles to recovery on those claims. Thus, a more realistic estimate of the value of this claim is
13 \$437,203.80, reflecting a 75% possibility of either a lower damages award or defense verdict on the
14 underlying minimum wage and overtime claims.

15 *(g) Failure to Pay Sick Time:*

16 45. Plaintiff alleges that Defendants failed to pay Class Members for all accrued sick leave
17 pursuant to Labor Code sections 246, 558, 1194.2, 1197.1, 1198, and 1199, which entitle non-exempt
18 employees to sick time paid at the regular rate of pay. Assuming Defendants failed to pay each Class
19 Members for one day of accrued sick leave (eight (8) hours of sick time), the exposure of this claim
20 would be \$86,784.72 if proven at trial ($(\$23.43 \times 8 \text{ hours}) \times 463 \text{ Class Members}$).

21 *(h) Failure to Provide Rest Periods:*

22 46. Similar to his failure to provide meal periods claim, Plaintiff's rest period claim is
23 largely based on Defendants' alleged lack of rest period infrastructure and prioritization of customer
24 service over employee rest time. Thus, the same analysis applicable, evidentiary concerns, and defense
25 contentions associated with the meal period claim equally apply to Plaintiff's rest period claim. Using
26 the average hourly rate of \$23.43 as a basis for calculating the damages for Defendants' alleged failure
27 to provide rest periods, assuming 2 rest period violations occurred during each pay period, and
28 multiplying it by approximately 24,176 Workweeks, the maximum value is \$1,132,887.36 for this

1 class claim (\$23.43 per violation x 2 violations per workweek x 24,176 Workweeks). But in light of
2 the conflicting evidence regarding whether employees were permitted to take rest periods and
3 difficulties associated with proving it on a class wide basis, the amount that the Class could reasonably
4 expect to be awarded at trial is \$283,221.84, which reflects the 25% chance that Class Members would
5 have been successful on their rest period claim at trial. This figure could be reduced further if the trier
6 of fact were to accept Defendants' position that many, if not all, of the non-exempt employees
7 controlled their own break times.

8 (i) Unfair Competition:

9 47. Plaintiff's UCL claim sought repayment of all unpaid minimum, overtime, and sick
10 wages as well as reimbursement of all necessary business expenditures incurred by Class Members
11 based on Defendant's alleged failure to pay wages and reimburse expenses on behalf of the Class. This
12 was duplicative of the relief sought by Plaintiff's underlying minimum wage, overtime, and tool
13 reimbursement claims, as it sought compensation for the same harm. Assuming Plaintiffs had
14 prevailed on those claims, none of the damages pled in the UCL claim would have been recoverable
15 as a matter of law because this claim seeks double recovery, and thus, the amount that the Class could
16 reasonably expect to be awarded at trial on its UCL claim is zero.

17 (j) Civil Penalties Pursuant to the PAGA:

18 48. Plaintiff is entitled to recover a civil penalty of \$100 for every pay period in which the
19 following alleged Labor Code violations were committed against the 359 Aggrieved Employees:
20 failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure
21 to authorize rest periods, failure to pay sick time, and failure to reimburse business expenditures.
22 Assuming each Aggrieved Employee experienced the six (6) alleged Labor Code violations all 7,661
23 PAGA Pay Periods, \$4,596,600 is the maximum amount of civil penalties recoverable. Considering
24 the weight of the evidence, clarity of applicable law, and relative strengths and weaknesses of the
25 claims and defenses discussed above, Defendants would likely have been found liable for committing
26 some Labor Code violations, but it is likely that the Court would exercise its discretion to lower the
27 amount of penalties and refuse to allow "stacking" of multiple violations during each pay period. If
28 the Court were to refuse to stack PAGA penalties for the six causes of action pled, the maximum

1 amount of PAGA penalties recoverable in this case would have been \$766,100 prior to any
2 discretionary reductions.

3 49. At the Final Fairness Hearing, Class Counsel will thus request attorney's fees for thirty-
4 five percent (35%) of the Gross Settlement Amount (\$157,500) plus up to \$35,000 to cover Class
5 Counsel's Litigation Expenses Payment. Here, the "percentage-of-the-fund" approach is the superior
6 method of compensating counsel for the monetary benefit conferred on the Class because it most
7 accurately reflects the results achieved in this action. The thirty-five percent (35%) requested fee is
8 reasonable because it is within the range that is typically negotiated for wage litigation in the
9 marketplace. If a smaller percentage is awarded, the class would reap a windfall because they would
10 receive a substantial monetary benefit without ever having to invest the time and energy of pursuing
11 suit individually at a below-market rate. (Dept. 23 Checklist ¶¶ 20, 21).

12 50. The attorneys who have worked on this case (in addition to myself) are Kelly Hatfield
13 (associate) and Gabriel Pimentel (partner). True and correct copies of the itemized time records for
14 each attorney are attached hereto as Exhibit 6: Itemized Time Records.

15 51. As detailed in the contemporaneous time records produced herewith, the various
16 attorneys at my firm have spent no less than 346 hours of work in connection with this case, for a total
17 of over \$133,140.00 in attorney's fees. This figure does not take into account the lodestar multiplier
18 that Plaintiff could have received if the case had been tried. There are no fees sought for paralegals.
19 Personally, I have worked 253.6 hours on this case, and I anticipate spending an additional 50 hours
20 of work after the filing of this Motion, including preparing for and attending the hearing on this
21 Motion, and assuming the Court approves the Proposed Settlement, post-settlement obligations to
22 implement the terms of settlement. My rate for legal services is \$350 per hour. I have continuously
23 engaged in the practice of wage and hour litigation, including representative actions, since 2023, and
24 my current practice is almost exclusively in the area of representative wage and hour litigation. I
25 regularly attend conferences, seminars, and courses offered by plaintiff attorney organizations and stay
26 informed on new developments in the field of employment law through various online subscriptions
27 and publications. I am a member of the Consumer Attorneys Association of Los Angeles ("CAALA")
28 and the California Employment Lawyers Association ("CELA"). (Dept. 23 Checklist ¶¶ 20, 21).

1 52. Because our firm takes cases on contingency only, if the firm were not to receive the
2 full amount of attorneys' fees requested in the majority of cases, it would not be economically feasible
3 to undertake this type of representation in light of staffing costs and overhead required to maintain this
4 type of practice. Further, the rates charged by Plaintiff's counsel are in line with rates charged by other
5 employment litigators with similar experience. Additionally, Plaintiff's counsel advanced nearly
6 \$32,000 in litigation costs in this case, undertook the risk of never being compensated for the work
7 performed on the case and losing all out-of-pocket costs spent on the litigation. A true and correct
8 copy of the itemized litigation expenses are attached hereto as Exhibit 7: Itemized Litigation Costs.
9 Thus, based on inherent complexity of PAGA litigation, risk of nonpayment, time and effort spent,
10 expenses incurred, the anticipated delay in payment of attorneys' fees and reimbursement of litigation
11 costs and the good result obtained, the amount sought in attorneys' fees is reasonable.

12 53. The fee agreement between my firm and Plaintiff is a written contingency fee
13 agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any
14 recovery that might be obtained in this matter. There is no fee-splitting agreement between our firm
15 and any other firm in connection with this case. As such, all attorneys' fees would be paid to Pimentel
16 Law, P.C.

17 54. Gabriel J. Pimentel is the principal of Pimentel Law, P.C. and oversaw every aspect of
18 this case. He has continuously engaged in the practice of wage and hour and class action litigation
19 since 2009. His hourly rate for legal services as of 2021 is \$700. Mr. Pimentel has been awarded an
20 hourly rate of \$700 on the following matters: (1) *Jorge Velazquez v. TEC of California, Inc.*, case #
21 CIVDS1809415 and (2) *Ceeja Barr v. Triangle Motors, Inc.*, case # CVRI2100242. This rate is
22 commensurate with the rates charged by other Los Angeles attorneys with similar experience. Indeed,
23 in the *National Law Journal's* 2014 national survey of 159 law firms, the average billing rate for
24 partners was \$604, while the average billing rate for associate attorneys was \$370.¹ Sheppard, Mullin,
25 Richter, & Hampton had an average rate of \$415 for associates and \$685 for partners in the year 2014
26 for their Los Angeles based attorneys. Los Angeles based Manatt, Phelps

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¹ The *National Law Journal* 2014 billing survey can be found at
<http://www.nationallawjournal.com/id=1202636785489/Billing-Rates-Across-the-Country>.

1 & Phillips had an average of \$740 for partners of their Los Angeles office in 2014.

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

4
5 Dated: March 30, 2025

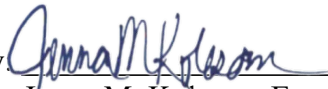
By 
Jenna M. Koleson, Esq.

EXHIBIT 1

1 **PIMENTEL LAW, P.C.**
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12 JERIME SAUNDERS
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IN THE SUPERIOR OF CALIFORNIA
COUNTY OF SACRAMENTO

JERIME SAUNDERS, an individual, on behalf of
all others similarly situated,

Plaintiffs,

v.

PROGRESSIVE HOUSING, INC., a California
corporation, CATHY LEMKE, an individual,
FRED LEMKE, an individual, and DOES 1
through 20 inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
2. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
5. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
6. Failure to Timely Pay Wages in Violation of Labor Code § 204;
7. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;

8. Unfair Competition in Violation of Labor Code §§17200, et seq.

Jury Trial Demanded

1. Plaintiff JERIME SAUNDERS, on behalf of himself and all others similarly situated, and as an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover wages and all other available relief on behalf of Plaintiff and all similarly situated current and former non-exempt, hourly- paid employees of Defendants.

3. Plaintiff JERIME SAUNDERS worked as a Pre-Delivery Technician for PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-20, a recreational vehicle dealer, at 1199 El Camino Ave., Sacramento, CA 95815, from January 3, 2022 to August 11, 2022. Plaintiff's job duties included performing pre-delivery inspections on new and used RVs before clients took possession..

4. Plaintiff JERIME SAUNDERS was at all times relevant hereto a resident of Folsom, California.

5. At all relevant times herein, Defendant PROGRESSIVE HOUSING, INC. was a Corporation with its principal place of business in Sacramento, California.

6. Defendant CATHY LEMKE was at all times relevant herein the principal of PROGRESSIVE HOUSING, INC..

7. Defendant FRED LEMKE was at all times relevant herein the principal of PROGRESSIVE HOUSING, INC..

8. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5 because this suit was filed in the county where the liability arises, where the breach occurred and where Defendants resided at the commencement of this action.

9. Plaintiff is informed and believes, and based thereon alleges, that there exists such a

1 unity of interest and ownership between PROGRESSIVE HOUSING, INC., CATHY LEMKE,
2 FRED LEMKE, and DOES 1-20 that the individuality and separateness of defendants have ceased to
3 exist.

4 10. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
5 of purported corporate existence, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
6 LEMKE and DOES 1-20 are, in reality, one and the same.

7 11. PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-
8 20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

9 12. The business affairs of PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
10 LEMKE and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same
11 cannot reasonably be segregated, and the same are in inextricable confusion. PROGRESSIVE
12 HOUSING, INC. is, and at all times relevant hereto was, used by DOES 1-20, CATHY LEMKE and
13 FRED LEMKE as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is,
14 and was, the alter ego of DOES 1-20. The recognition of the separate existence of PROGRESSIVE
15 HOUSING, INC. would not promote justice, in that it would permit Defendants to insulate themselves
16 from liability to Plaintiff for violations of state law. The corporate existence of PROGRESSIVE
17 HOUSING, INC. and DOES 1-20 should be disregarded in equity and for the ends of justice because
18 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

19 13. Accordingly, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE
20 and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence
21 must be disregarded.

22 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
23 thereon alleges that PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE and
24 DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents of
25 PROGRESSIVE HOUSING, INC. were also employees of CATHY LEMKE, FRED LEMKE and
26 DOES 1-20. PROGRESSIVE HOUSING, INC. employees performed services for each and every
27 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of
28 them as employees, either directly or indirectly, and the manner in which Defendants' business was

1 and is conducted.

2 15. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
4 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
5 Complaint to insert the true names and capacities of these Defendants when they become known to
6 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
7 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
8 Plaintiff as alleged hereinafter.

9 16. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
10 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
11 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
12 and each of them, and in doing the things alleged herein, were acting at least in part within the course
13 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
14 and/or joint venture and with the permission and consent of each of the other Defendants.

15 17. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
16 including those defendants named as DOES 1-20 acted in concert with one another to commit the
17 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
18 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
19 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
20 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
21 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
22 intended to cause and actually causing Plaintiff's harm.

23 18. Whenever and wherever reference is made in this Complaint to any act or failure to
24 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
25 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

26 **GENERAL ALLEGATIONS**

27 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members
28 were not paid for all hours worked because all hours worked were not recorded.

1 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that Plaintiff and class members were entitled to receive certain wages for overtime
3 compensation and that they were in fact not receiving certain wages for overtime compensation.

4 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
5 have known that Plaintiff and class members were entitled to receive at least minimum wages for
6 compensation and that they were not receiving at least minimum wages for work that was required
7 to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were
8 not paid at least minimum wages for work done off-the-clock.

9 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
10 have known that Plaintiff and class members were entitled to meal periods in accordance with the
11 Labor Code or payment of one additional hour of pay at their regular rates of pay when they were
12 not provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class members
13 were not provided with all meal periods or payment of one additional hour of pay at their regular
14 rates of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
16 have known that Plaintiff and class members were entitled to timely payment of all wages earned
17 upon termination of employment. In violation of the California Labor Code, Plaintiff and class
18 members did not receive payment of all wages due, including overtime wages, minimum wages,
19 and meal and rest period premiums, within the time periods required by law.

20 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
21 have known that Plaintiff and class members were entitled to timely payment of wages during their
22 employment. Plaintiff and class members did not receive payment of all wages, including overtime
23 wages, minimum wages, and meal and rest period premiums in violation of the California Labor
24 Code.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
26 have known that Plaintiff and class members were entitled to receive full reimbursement for all
27 business-related expenses and costs they incurred in direct consequence of the discharge of their
28 duties and that they did not receive full reimbursement of applicable business-related expenses and

1 costs incurred.

2 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
4 class members for all hours worked, and that Defendants had the financial ability to pay such
5 compensation, but willfully, knowingly, and intentionally failed to do so.

6 **CLASS ACTION ALLEGATIONS**

7 27. Plaintiff's proposed Class consists of:
8 All persons who worked for Defendants as non-exempt, hourly-paid employees in California, within
9 four years prior to the filing of the initial complaint until the date of trial ("Class").

10 28. Plaintiff's proposed subclass consists of:
11 All persons who worked for Defendants as non-exempt, hourly-paid employees in California and who
12 received at least one wage statement within one year prior to the filing of the initial complaint until
13 the date of trial ("Subclass").

14 29. Members of the Class and Subclass are referred to herein as "Class."

15 30. Plaintiff reserves the right to redefine the Class and to add additional subclasses as
16 appropriate based on further investigation and discovery.

17 31. At all relevant times, Defendants have had a common and consistent policy and
18 practice of failing to pay the proper minimum wage and overtime, reimburse for necessary business
19 expenditures, furnish compliant wage statements, maintain accurate pay records, provide
20 uninterrupted meal and timely pay wages in violation of the Labor Code and IWC Wage Orders.

21 32. There is a well-defined community of interest in the litigation and the class members
22 are readily ascertainable:

23 33. **Numerosity:** The members of the Class are sufficiently numerous that joinder of all
24 members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time.
25 However, the Class is estimated to be greater than 100 individuals and the identity of such
26 membership is readily ascertainable by inspection of Defendants' employment records.

27 34. **Commonality:** There are questions of law and fact common to the Class that are
28 answerable on a common basis, and these questions predominate over individual questions. The

1 questions of law and fact common to the Class include, without limitation:

- 2 a. Whether Defendants required Plaintiff and class members to work over 8 hours
- 3 per day, over 12 hours per day, or over 40 hours per week and failed to pay them
- 4 all legally required overtime compensation;
- 5 b. Whether Defendants failed to pay Plaintiff and class members at least minimum
- 6 wages for all hours worked;
- 7 c. Whether Defendants failed to provide Plaintiff and class members with meal
- 8 periods;
- 9 d. Whether Defendants provided Plaintiff and class members with complete and
- 10 accurate wage statements as required by California Labor Code section 226 (a);
- 11 e. Whether Defendants failed to pay earned overtime wages, minimum wages, and
- 12 meal and rest period premiums due to Plaintiff and class members upon their
- 13 discharge;
- 14 f. Whether Defendants failed to timely pay overtime wages, minimum wages, and
- 15 meal and rest period premiums to Plaintiff and class members during their
- 16 employment;
- 17 g. Whether Defendants failed to reimburse Plaintiff and class members for necessary
- 18 business expenditures, losses incurred by them in direct consequence of the
- 19 discharge of their duties or obedience to the directions of the employer;
- 20 h. Whether Defendants engaged in unlawful and unfair business practices in violation
- 21 of California Business & Professions Code sections 17200, *et seq.*; and,
- 22 i. The appropriate amount of damages, restitution, or monetary penalties resulting
- 23 from Defendants' violations of California law.

24 35. **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to
25 represent. As set forth herein, Defendants' common course of conduct causes Plaintiff and similarly
26 situated persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims
27 are thereby representative of and co-extensive with the claims of the Class.

28 36. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members

1 of the Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not
2 have any conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class,
3 and has already devoted time and resources to the initial investigation of these claims. Plaintiff's
4 attorney is competent and experienced in litigating employment actions, including wage and hour
5 class actions.

6 37. **Superiority of Class Action:** A class action is superior to other available methods for
7 the fair and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes
8 that some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by
9 Defendants. Because the damages suffered by certain individual members of the Class may be
10 relatively small, the expense and burden of individual litigation make it impracticable for Class
11 Members to pursue their claims separately. Each member of the Class has been damaged and is
12 entitled to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and
13 policies. Class action treatment will allow those similarly situated persons to litigate their claims in
14 the manner that is most efficient and economical for the parties and the judicial system. Class action
15 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
16 same manner for all members of the Class.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF**
19 **LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198**
20 **(AGAINST ALL DEFENDANTS)**

21 38. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
22 though fully set forth herein.

23 39. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
24 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
25 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
26 Compensable work time is defined by the applicable wage order as "the time during which an
27 employee is subject to the control of an employer, and includes all the time the employee is suffered
28 or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

1 40. Due to Defendants' company-wide scheduling practices and policies, Plaintiff and
2 class members were forced to forego meal periods and/or have their meal periods interrupted by
3 work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines
4 and handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and
5 class members worked through that qualified for overtime premium payment. Defendants did not
6 pay Plaintiff and class members for the time they continued to perform their duties during their meal
7 periods. Plaintiff and class members were asked by Defendants to write on their timecards that they
8 took their meal periods, when instead they were actually working through them.

9 41. Defendants had no policy and/or practice for scheduling second meal periods for
10 employees or for authorizing and permitting Plaintiff and class members to take second 30-minute
11 meal periods on days they worked in excess of 10 hours in one day. As a result, Defendants did not
12 provide Plaintiff and class members with all second 30-minute meal periods to which they were
13 entitled.

14 42. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and
15 class members. To the extent that these off-the-clock hours did not qualify for overtime premium
16 payment, Defendants did not pay at least minimum wages for those hours Plaintiff and class members
17 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
18 and 1198. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
19 class members for all of the hours they worked. Defendants' failure to pay Plaintiff and class
20 members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
21 1198.

22 43. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are
23 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
24 interest thereon.

25 44. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged
26 herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff
27 and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed,
28 including interest thereon.

45. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of reasonable attorneys' fees and costs incurred in this action.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGE

IN VIOLATION OF LABOR CODE §§ 510 and 1198

(AGAINST ALL DEFENDANTS)

46. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

47. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that “the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

48. The applicable IWC Wage Order required Defendants to pay Plaintiff and class members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive day of a work in a workweek.

49. At all relevant times, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. At all relevant times, Plaintiff and class members were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week.

50. At all relevant times herein, Defendants had, and continue to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their facilities.

1 51. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods
2 even though they are aware that employees are entitled to such meal periods. As a result of this
3 company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff and class
4 members were not always permitted and authorized to take uninterrupted 30-minute meal periods
5 during shifts to which they were entitled to receive a meal period. For example, Plaintiff regularly
6 worked through meal periods and had meal periods interrupted by supervisors and by work to meet
7 expected targets. Plaintiff and class members were asked by Defendants to write on their timecards
8 that they took their meal periods, when instead they were actually working through them.

9 52. At all relevant times, Defendants had no policy for scheduling second meal periods
10 and no practice of permitting Plaintiff and class members to take second 30-minute meal periods.
11 As a result, on days that Plaintiff and class members worked in excess of 10 hours, they were not
12 provided with second 30-minute meal periods.

13 53. Defendants knew or should have known that, as a result of their policies and practices,
14 Plaintiff and class members were performing some of their assigned duties off-the-clock and/or
15 during unpaid meal periods, and were suffered or permitted to perform work for which they were
16 not paid. Because Plaintiff and class members worked shifts in excess of 8 hours a day or more and
17 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay.
18 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours
19 they actually worked. To the extent Plaintiff and class members worked shifts in excess of 12 hours
20 a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff and
21 class members were not paid double time wages for all overtime hours they actually worked.

22 54. Defendants' failure to pay Plaintiff and class members the balance of overtime
23 compensation, as required by California law, violates the provisions of California Labor Code §§
24 510 and 1198. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled
25 to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

26 55. Labor Code §558 (a) requires that any person acting on behalf of an employer who
27 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
28 underpaid employee for each pay period in which the employee was underpaid in addition to an

1 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
2 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each
3 underpaid employee for each pay period for which the employee was underpaid in addition to an
4 amount sufficient to recover the underpaid wages.

5 56. In addition to the above withheld overtime wages, Plaintiff and the Class are entitled
6 to civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated
7 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this
8 complaint, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants
9 are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven
10 at trial.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **LABOR CODE §§ 226.7, 512 (a) and 1198**

14 **(AGAINST ALL DEFENDANTS)**

15 57. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
16 though fully set forth herein.

17 58. "An employer shall not employ an employee for a work period of more than five hours
18 per day without providing the employee with a meal period of not less than 30 minutes, except that if
19 the total work period per day of the employee is no more than six hours, the meal period may be
20 waived by mutual consent of both the employer and employee. An employer shall not employ an
21 employee for a work period of more than 10 hours per day without providing the employee with a
22 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
23 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
24 only if the first meal period was not waived." Labor Code § 512; IWC Wage Order Nos. 1–2001 to
25 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
26 Code Regs § 11170, § 9.

27 59. At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable
28 IWC Wage Order also require employers to provide a second meal break of not less than 30 minutes

1 if an employee works over 10 hours per day or to pay an employee one additional hour of pay at the
2 employee's regular rate, except that if the total hours worked is no more than 12 hours, the second
3 meal period may be waived by mutual consent of the employer and the employee only if the first
4 meal period was not waived.

5 60. "An employer shall not require an employee to work during a meal ... period mandated
6 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
7 Commission If an employer fails to provide an employee a meal ... period in accordance with a
8 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
9 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
10 hour of pay at the employee's regular rate of compensation for each workday that the meal ... period
11 is not provided." Lab. Code § 226.7 (b) & (c).

12 61. At all relevant times, Plaintiff and the Class regularly worked more than five hours per
13 day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

14 62. At all relevant times herein, Defendants had, and continue to have, a company-wide
15 policy and/or practice of understaffing their locations while simultaneously assigning demanding
16 workloads, which had the combined effect of preventing Plaintiff and class members from taking all
17 timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants had no
18 policy and/or practice of scheduling meal periods for Plaintiff and class members. As a result of
19 Defendants' policies and/or practices, Plaintiff and class members had to work through some or all
20 of their meal periods, have their meal periods interrupted to return to work, and/or wait extended
21 periods of time before taking meal periods. Plaintiff and class members were asked by Defendants
22 to write on their timecards that they took their meal periods, when instead they were actually working
23 through them.

24 63. Defendants did not provide Plaintiff and class members with second 30-minute meal
25 periods on days that they worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour
26 shifts and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a
27 second 30-minute meal period.

28 64. Plaintiff is also informed and believes that Defendants engaged in a systematic,

1 company-wide practice and/or policy of not paying meal period premiums for Plaintiff and class
2 members, regardless of whether they were able to take a compliant meal break, in violation of the
3 applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants
4 failed to provide Plaintiff and class members compliant meal periods in violation of California Labor
5 Code sections 226.7 and 512 and failed to pay the full meal period premiums due.

6 65. As alleged herein, Plaintiff and the Class are not exempt from the meal period
7 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
8 Consequently, Defendants' conduct violates the applicable IWC Wage Order, and California Labor
9 Code §§ 226.7, 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from
10 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
11 day that the meal period was not provided, plus interest thereon and costs of suit in an amount subject
12 to proof at trial.

13 **FOURTH CAUSE OF ACTION**
14 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**
15 **IN VIOLATION OF LABOR CODE § 2802**
16 **(AGAINST ALL DEFENDANTS)**

17 66. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
18 though fully set forth herein.

19 67. An employer shall indemnify his or her employee for all necessary expenditures or
20 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
21 or her obedience to the directions of the employer.

22 68. At all times relevant herein, Class Members have been required by Defendants to
23 purchase tools, and in fact did purchase tools in order to perform their duties.

24 69. At all times relevant herein, Defendants have had a uniform practice and policy of
25 paying their employees less than twice the minimum wage in contravention of the applicable IWC
26 Wage Orders and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

27 70. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
28 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to

1 indemnify the Class for the reasonable expenses they incurred in the course of performing their duties.
2 Specifically, Plaintiff is informed and believes and thereon alleges that at all relevant times,
3 Defendants have not reimbursed Class Members for the purchase of their tools.

4 71. During the interview process with Defendants, Plaintiff was informed that he would
5 have to provide his own tools for the job. Plaintiff was being paid \$25 per hour. Plaintiff reported that
6 he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was
7 required to use his own tools to perform his job duties. RJ Lemke told Plaintiff that he did not qualify
8 for double minimum wage. Plaintiff had spent about \$3,000-\$3,500 on tools he purchased prior to
9 coming to work for Defendants that he used to perform his job duties. Plaintiff also had a toolbox that
10 he spent about \$400 on, which he also owned prior to his employment with the company. The tools
11 that Defendants actually provides to technicians are air hoses, water hoses, jacks, and jack stands.
12 However, the technicians are required to provide and use their own tools to perform their work.

13 72. As a result of the foregoing, all members of the Class are entitled to recover all sums
14 incurred by them for the purchase of the tools that were necessary for the performance of their jobs
15 and which they were required to purchase in an amount according to proof at trial.

16 73. As a result of the foregoing, Class members are further entitled to an award of interest
17 at the same rate as judgments in civil actions, accruing from the date on which they incurred the
18 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by them
19 for enforcing the rights granted by Labor Code § 2802.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
22 **AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**
23 **IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198**
24 **(AGAINST ALL DEFENDANTS)**

25 74. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
26 though fully set forth herein.

27 75. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
28 exempt employees with accurate itemized statements showing total hours worked, hourly wages,

1 gross wages, total deductions net wages earned and name of the employer. An employer who violates
2 these Code sections is liable to its employees for the greater of actual damages suffered by the
3 employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and
4 \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

5 76. "Every employer shall keep accurate information with respect to each employee
6 including the following: (1) Full name, home address, occupation and social security number ... (3)
7 Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage
8 Order 4-2001, section 7 (A) (1) & (3).

9 77. "Every person employing labor in this state shall: (c) Keep a record showing the names
10 and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in
11 the state or at the plants or establishments at which employees are employed, payroll records showing
12 the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
13 any applicable piece rate paid to, employees employed at the respective plants or establishments."
14 Lab. Code § 1174 (c) & (d).

15 78. "Any person employing labor who willfully fails to maintain the records required by
16 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
17 Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code §
18 1174.5.

19 79. "A copy of the statement and the record of the deductions shall be kept on file by the
20 employer for at least three years at the place of employment or at a central location within the State
21 of California." Cal. Lab. Code § 226 (a).

22 80. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
23 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
24 employer for such violation. The term 'other person acting on behalf of an employer' is limited to a
25 natural person who is an owner, director, officer, or managing agent of the employer.

26 81. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff
27 and Subclass members with uniform, incomplete, and inaccurate wage statements.

28 82. Because Defendants failed to document and deducted time worked from Plaintiff's

1 and Subclass members' wage statements and employment records for meal periods they did not
2 actually receive, Defendants unlawfully deducted wages earned and meal period premiums that
3 should have been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass
4 members containing the correct amount of gross wages earned in violation of Labor Code § 226 (a)
5 (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
6 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
7 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

8 83. To the extent that Defendants paid any meal break premium and/or rest break premium
9 payments, Defendants failed to identify such payments on Plaintiff's and Subclass members' wage
10 statements and employment records, and Defendants otherwise failed to provide information on the
11 wage statements sufficient to identify how many premium payments were paid during each pay
12 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
13 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
14 for any and all premiums owed.

15 84. California Labor Code § 1198 provides that the maximum hours of work and the
16 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
17 applicable IWC Wage Orders. § 1198 further provides that "the employment of any employees for
18 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
19 unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time
20 records showing when the employee begins and ends each work period and meal period. At all
21 relevant times, Defendants failed, on a company-wide basis, to keep records of meal period start and
22 stop times for Plaintiff and Subclass members in violation of section 1198.

23 85. California Labor Code section 1174 (d) provides that "every person employing labor
24 in this state shall ... keep a record showing the names and addresses of all employees employed and
25 the ages of all minors" and "keep, at a central location in the state or at the plants or establishments
26 at which employees are employed, payroll records showing the hours worked daily by and the wages
27 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
28 employed at the respective plants or establishments..." At all relevant times, and in violation of

1 Labor Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff
2 and Subclass members showing the daily hours they worked and the wages paid thereto as a result
3 of failing to record the off-the-clock hours that they worked.

4 86. Plaintiff and Subclass members are entitled to recover from Defendants the greater of
5 their actual damages caused by Defendants' failure to comply with California Labor Code § 226 (a),
6 or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
7 attorneys' fees and costs.

8 **SIXTH CAUSE OF ACTION**
9 **FAILURE TO TIMELY PAY WAGES**
10 **IN VIOLATION OF LABOR CODE § 204**

11 87. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
12 though fully set forth herein.

13 88. "All wages ... earned by any person in any employment are due and payable twice
14 during each calendar month, on days designated in advance by the employer as the regular paydays
15 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
16 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
17 the close of the payroll period." Labor Code § 204.

18 89. "In addition to, and entirely independent and apart from, any other penalty provided
19 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
20 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
21 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
22 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
23 amount unlawfully withheld." Labor Code § 210.

24 90. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
25 and the Class by the seventh calendar day following the close of the payroll period. Indeed, as
26 discussed above, Plaintiff and the Class are owed wages for unpaid minimum wage, unpaid overtime,
27 meal periods, rest periods and unreimbursed business expenses. At no time during their employment
28 were these outstanding sums ever paid to them. Instead, these outstanding sums continued to

1 accumulate every pay period. Therefore, Plaintiff and the Class were not paid all wages earned by the
2 seventh calendar day following the close of their pay periods.

3 91. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
4 and the Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

5 **SEVENTH CAUSE OF ACTION**

6 **WILLFUL FAILURE TO PAY WAGES**

7 **IN VIOLATION OF LABOR CODE §§ 201-203**

8 92. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
9 though fully set forth herein.

10 93. "If an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately." Labor Code § 201.

12 94. "If an employee not having a written contract for a definite period quits his or her
13 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
14 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
15 employee is entitled to his or her wages at the time of quitting." Labor Code § 202.

16 95. "If an employer willfully fails to pay any wages of an employee who is discharged or
17 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
18 rate until paid or until an action therefor is commenced." Labor Code § 203.

19 96. Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-
20 203.

21 97. At no time since Plaintiff's or the Class's separation of employment did Defendants
22 pay them wait-time penalties as required by Labor Code § 203.

23 98. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's and
24 the Class's wages upon their separation of employment, Plaintiff and the Class incurred wait-time
25 penalties in an amount equal to their daily rate of pay over the period that the wages were not paid in
26 an amount subject to proof at trial.

27 **EIGHTH CAUSE OF ACTION**

28 **UNFAIR COMPETITION IN VIOLATION OF**

1 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

2 **(AGAINST ALL DEFENDANTS)**

3 99. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
4 though fully set forth herein.

5 100. Defendants are a “person” as defined by California Business & Professions Code
6 sections 17201.

7 101. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful
8 and harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the
9 Class have suffered injury in fact and have lost money as a result of Defendants’ unlawful business
10 practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within
11 the meaning of Code of Civil Procedure section 1021.5.

12 102. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
13 predicated on the violation of any state or federal law.

14 103. The employment practices engaged in by Defendant as plead herein, including
15 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair
16 business practices in violation of Business & Professions Code §§17200, *et seq.*

17 104. As a result of Defendants’ unfair business practices, Defendants have reaped unfair
18 benefits and illegal profits at the expense of Plaintiff, the Class and members of the public.

19 105. Pursuant to California Business & Professions Code §§ 17200, *et seq.* Plaintiff and the
20 Class are entitled to restitution of the wages withheld and retained by Defendants during a period that
21 commences four years prior to the filing of this Complaint; a permanent injunction requiring
22 Defendants to pay all outstanding wages due to Plaintiff, the Class and aggrieved employees; and an
23 award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5 and other
24 applicable laws; and an award of costs.

25 **PRAYER FOR RELIEF**

26 Plaintiff and the Class pray for relief and judgment against Defendants as follows:

27 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in excess
28 of \$25,000, exclusive of interest and costs.

1 **Class Certification**

- 2 2. That this case be certified as a class action;
- 3 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
- 4 4. That counsel for Plaintiff be appointed as class counsel.

5 **As to the First Cause of Action**

6 **(Unpaid Minimum Wages)**

- 7 5. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
- 8 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully
- 9 failing to pay minimum wages to Plaintiff and class members;
- 10 6. For payment of unpaid wages in an amount subject to proof;
- 11 7. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,
- 12 plus interest;
- 13 8. For prejudgment interest at the legal rate from the date the obligation became due
- 14 through the date of judgment in this matter;
- 15 9. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
- 16 enforcement of the rights granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant
- 17 to Labor Code § 1194 (a); and
- 18 10. For such other relief that the Court deems just and appropriate.

19 **As to the Second Cause of Action**

20 **(Unpaid Overtime)**

- 21 11. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
- 22 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
- 23 overtime wages to Plaintiff and class members;
- 24 12. For payment of unpaid overtime wages in an amount subject to proof;
- 25 13. For prejudgment interest at the legal rate from the date the obligation became due
- 26 through the date of judgment in this matter;
- 27 14. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
- 28 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194

1 (a); and

2 15. For such other relief that the Court deems just and appropriate.

3 **As to the Third Cause of Action**

4 **(Failure to Provide Meal Periods)**

5 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
6 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
7 failing to provide all meal periods to Plaintiff and class members;

8 17. That the Court make an award to the Plaintiff and class members of one hour of pay
9 at each employee's regular rate of pay for each workday that a meal period was not provided;

10 18. For all actual, consequential, and incidental losses and damages, according to proof;

11 19. For premiums pursuant to California Labor Code section 226.7 (b);

12 20. For pre-judgment interest on any unpaid meal period premiums from the date such
13 amounts were due, or as otherwise provided by law;

14 21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
15 as otherwise provided by law; and

16 22. For such other relief that the Court deems just and appropriate.

17 **As to the Fourth Cause of Action**

18 **(Unreimbursed Business Expenses)**

19 23. That the Court adjudge, declare and decree that Defendants violated Labor Code §
20 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

21 24. For unreimbursed business expenses and for all actual, consequential, and incidental
22 losses and damages, according to proof;

23 25. For interest at the same rate as judgments in civil actions, accruing from the date on
24 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
25 2802;

26 26. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
27 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

28 27. For such other relief that the Court deems just and appropriate.

1 **As to the Fifth Cause of Action**

2 **(Noncompliant Wage Statements and Payroll Records)**

3 28. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
4 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
5 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
6 accurate payroll records;

7 29. For consequential and incidental losses and damages according to proof;

8 30. For injunctive relief pursuant to Labor Code § 226 (h);

9 31. For statutory penalties pursuant to Labor Code § 226 (e);

10 32. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
11 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

12 33. For such other relief that the Court deems just and appropriate.

13 **As to the Sixth Cause of Action**

14 **(Failure to Timely Pay Wages)**

15 34. That the Court declare, adjudge, and decree that Defendants violated California Labor
16 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
17 wages to Plaintiff and class members;

18 35. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
19 withheld from Plaintiff and class members;

20 36. For all actual, consequential, and incidental losses and damages, according to proof;

21 37. For pre-judgment interest on any unpaid wages from the date such amounts were due,
22 or as otherwise provided by law;

23 38. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
24 as otherwise provided by law; and

25 39. For such other relief that the Court deems just and appropriate.

26 **As to the Seventh Cause of Action**

27 **(Willful Failure to Pay Wages)**

28 40. That the Court declare, adjudge, and decree that Defendants violated California Labor

1 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
2 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members
3 either upon discharge or within 72 hours of their resignation;

4 41. For wait time penalties pursuant to Labor Code § 203;

5 42. For all actual, consequential, and incidental losses and damages, according to proof;

6 43. For pre-judgment interest on any unpaid wages from the date such amounts were due,
7 or as otherwise provided by law;

8 44. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
9 as otherwise provided by law; and

10 45. For such other relief that the Court deems just and appropriate.

11 **As to the Eighth Cause of Action**

12 **(Unfair Competition)**

13 46. That the employment practices engaged in by Defendants as plead herein, including
14 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
15 practices in violation of Business & Professions Code §§17200, et seq.;

16 47. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
17 interest from the day such amounts were due and payable;

18 48. For the appointment of a receiver to receive, manage and distribute any and all funds
19 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
20 of violations of California Business & Professions Code sections 17200, et seq.;

21 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
22 Code of Civil Procedure § 1021.5; and

23 50. For such other and further relief as the Court deems just and appropriate.

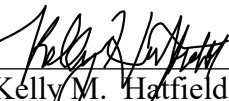
24 **DEMAND FOR JURY TRIAL**

25 Plaintiff and the Class hereby demand a trial by jury on all issues.
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PIMENTEL LAW, P.C.

Dated: December 13, 2022

By: 

Kelly M. Hatfield
Attorney for the Plaintiff

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10 **IN THE SUPERIOR OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 JERIME SAUNDERS, an individual, on behalf of
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 PROGRESSIVE HOUSING, INC., a California
17 corporation, CATHY LEMKE, an individual,
18 FRED LEMKE, an individual, and DOES 1
19 through 20 inclusive,

20 Defendants.

Case No. 34-2022-00331427

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
2. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
5. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
6. Failure to Timely Pay Wages in Violation of Labor Code § 204;
7. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;

8. Unfair Competition in Violation of Labor Code §§17200, et seq.;

9. Civil Penalties in Violation of Labor Code §§ 2698, et seq.

Jury Trial Demanded

1. Plaintiff JERIME SAUNDERS, on behalf of himself and all others similarly situated, and as an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover wages and all other available relief on behalf of Plaintiff and all similarly situated current and former non-exempt, hourly- paid employees of Defendants.

3. This enforcement action is brought pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former aggrieved employees of Defendants and against whom one or more Labor Code violations or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this Complaint.

4. Plaintiff JERIME SAUNDERS worked as a Pre-Delivery Technician for PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-20, a recreational vehicle dealer, at 1199 El Camino Ave., Sacramento, CA 95815, from January 3, 2022 to August 11, 2022. Plaintiff's job duties included performing pre-delivery inspections on new and used RVs before clients took possession.

5. Plaintiff JERIME SAUNDERS was at all times relevant hereto a resident of Folsom, California.

6. At all relevant times herein, Defendant PROGRESSIVE HOUSING, INC. was a Corporation with its principal place of business in Sacramento, California.

1 7. Defendant CATHY LEMKE was at all times relevant herein the principal of
2 PROGRESSIVE HOUSING, INC..

3 8. Defendant FRED LEMKE was at all times relevant herein the principal of
4 PROGRESSIVE HOUSING, INC..

5 9. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
6 because this suit was filed in the county where the liability arises, where the breach occurred and
7 where Defendants resided at the commencement of this action.

8 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
9 unity of interest and ownership between PROGRESSIVE HOUSING, INC., CATHY LEMKE,
10 FRED LEMKE, and DOES 1-20 that the individuality and separateness of defendants have ceased to
11 exist.

12 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
13 of purported corporate existence, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
14 LEMKE and DOES 1-20 are, in reality, one and the same.

15 12. PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-
16 20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

17 13. The business affairs of PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
18 LEMKE and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same
19 cannot reasonably be segregated, and the same are in inextricable confusion. PROGRESSIVE
20 HOUSING, INC. is, and at all times relevant hereto was, used by DOES 1-20, CATHY LEMKE and
21 FRED LEMKE as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is,
22 and was, the alter ego of DOES 1-20. The recognition of the separate existence of PROGRESSIVE
23 HOUSING, INC. would not promote justice, in that it would permit Defendants to insulate themselves
24 from liability to Plaintiff for violations of state law. The corporate existence of PROGRESSIVE
25 HOUSING, INC. and DOES 1-20 should be disregarded in equity and for the ends of justice because
26 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

27 14. Accordingly, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE
28 and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence

1 must be disregarded.

2 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
3 thereon alleges that PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE and
4 DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents of
5 PROGRESSIVE HOUSING, INC. were also employees of CATHY LEMKE, FRED LEMKE and
6 DOES 1-20. PROGRESSIVE HOUSING, INC. employees performed services for each and every
7 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of
8 them as employees, either directly or indirectly, and the manner in which Defendants' business was
9 and is conducted.

10 16. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
12 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
13 Complaint to insert the true names and capacities of these Defendants when they become known to
14 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
15 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
16 Plaintiff as alleged hereinafter.

17 17. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
18 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
19 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
20 and each of them, and in doing the things alleged herein, were acting at least in part within the course
21 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
22 and/or joint venture and with the permission and consent of each of the other Defendants.

23 18. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
24 including those defendants named as DOES 1-20 acted in concert with one another to commit the
25 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
26 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
27 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
28 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts

1 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
2 intended to cause and actually causing Plaintiff's harm.

3 19. Whenever and wherever reference is made in this Complaint to any act or failure to
4 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
5 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

6
7 **GENERAL ALLEGATIONS**

8 20. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members
9 were not paid for all hours worked because all hours worked were not recorded.

10 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
11 have known that Plaintiff and class members were entitled to receive certain wages for overtime
12 compensation and that they were in fact not receiving certain wages for overtime compensation.

13 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
14 have known that Plaintiff and class members were entitled to receive at least minimum wages for
15 compensation and that they were not receiving at least minimum wages for work that was required
16 to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were
17 not paid at least minimum wages for work done off-the-clock.

18 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
19 have known that Plaintiff and class members were entitled to meal periods in accordance with the
20 Labor Code or payment of one additional hour of pay at their regular rates of pay when they were
21 not provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class members
22 were not provided with all meal periods or payment of one additional hour of pay at their regular
23 rates of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff and class members were entitled to timely payment of all wages earned
26 upon termination of employment. In violation of the California Labor Code, Plaintiff and class
27 members did not receive payment of all wages due, including overtime wages, minimum wages,
28 and meal and rest period premiums, within the time periods required by law.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should

1 have known that Plaintiff and class members were entitled to timely payment of wages during their
2 employment. Plaintiff and class members did not receive payment of all wages, including overtime
3 wages, minimum wages, and meal and rest period premiums in violation of the California Labor
4 Code.

5 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
6 have known that Plaintiff and class members were entitled to receive full reimbursement for all
7 business-related expenses and costs they incurred in direct consequence of the discharge of their
8 duties and that they did not receive full reimbursement of applicable business-related expenses and
9 costs incurred.

10 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
12 class members for all hours worked, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so.

14 **CLASS ACTION ALLEGATIONS**

15 28. Plaintiff's proposed Class consists of:
16 All persons who worked for Defendants as non-exempt, hourly-paid employees in California, within
17 four years prior to the filing of the initial complaint until the date of trial ("Class").

18 29. Plaintiff's proposed subclass consists of:
19 All persons who worked for Defendants as non-exempt, hourly-paid employees in California and who
20 received at least one wage statement within one year prior to the filing of the initial complaint until
21 the date of trial ("Subclass").

22 30. Members of the Class and Subclass are referred to herein as "Class."

23 31. Plaintiff reserves the right to redefine the Class and to add additional subclasses as
24 appropriate based on further investigation and discovery.

25 32. At all relevant times, Defendants have had a common and consistent policy and
26 practice of failing to pay the proper minimum wage and overtime, reimburse for necessary business
27 expenditures, furnish compliant wage statements, maintain accurate pay records, provide
28 uninterrupted meal and timely pay wages in violation of the Labor Code and IWC Wage Orders.

1 33. There is a well-defined community of interest in the litigation and the class members
2 are readily ascertainable:

3 34. **Numerosity:** The members of the Class are sufficiently numerous that joinder of all
4 members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time.
5 However, the Class is estimated to be greater than 100 individuals and the identity of such
6 membership is readily ascertainable by inspection of Defendants' employment records.

7 35. **Commonality:** There are questions of law and fact common to the Class that are
8 answerable on a common basis, and these questions predominate over individual questions. The
9 questions of law and fact common to the Class include, without limitation:

- 10 a. Whether Defendants required Plaintiff and class members to work over 8 hours
11 per day, over 12 hours per day, or over 40 hours per week and failed to pay them
12 all legally required overtime compensation;
- 13 b. Whether Defendants failed to pay Plaintiff and class members at least minimum
14 wages for all hours worked;
- 15 c. Whether Defendants failed to provide Plaintiff and class members with meal
16 periods;
- 17 d. Whether Defendants provided Plaintiff and class members with complete and
18 accurate wage statements as required by California Labor Code section 226 (a);
- 19 e. Whether Defendants failed to pay earned overtime wages, minimum wages, and
20 meal and rest period premiums due to Plaintiff and class members upon their
21 discharge;
- 22 f. Whether Defendants failed to timely pay overtime wages, minimum wages, and
23 meal and rest period premiums to Plaintiff and class members during their
24 employment;
- 25 g. Whether Defendants failed to reimburse Plaintiff and class members for necessary
26 business expenditures, losses incurred by them in direct consequence of the
27 discharge of their duties or obedience to the directions of the employer;
- 28 h. Whether Defendants engaged in unlawful and unfair business practices in violation

1 of California Business & Professions Code sections 17200, *et seq.*; and,

- 2 i. The appropriate amount of damages, restitution, or monetary penalties resulting
3 from Defendants' violations of California law.

4 36. **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to
5 represent. As set forth herein, Defendants' common course of conduct causes Plaintiff and similarly
6 situated persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims
7 are thereby representative of and co-extensive with the claims of the Class.

8 37. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members
9 of the Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not
10 have any conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class,
11 and has already devoted time and resources to the initial investigation of these claims. Plaintiff's
12 attorney is competent and experienced in litigating employment actions, including wage and hour
13 class actions.

14 38. **Superiority of Class Action:** A class action is superior to other available methods for
15 the fair and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes
16 that some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by
17 Defendants. Because the damages suffered by certain individual members of the Class may be
18 relatively small, the expense and burden of individual litigation make it impracticable for Class
19 Members to pursue their claims separately. Each member of the Class has been damaged and is
20 entitled to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and
21 policies. Class action treatment will allow those similarly situated persons to litigate their claims in
22 the manner that is most efficient and economical for the parties and the judicial system. Class action
23 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
24 same manner for all members of the Class.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF**

27 **LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198**

28 **(AGAINST ALL DEFENDANTS)**

Exhibit 1.33

1 39. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
2 though fully set forth herein.

3 40. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
4 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
5 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
6 Compensable work time is defined by the applicable wage order as “the time during which an
7 employee is subject to the control of an employer, and includes all the time the employee is suffered
8 or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010 (2) (G).

9 41. Due to Defendants’ company-wide scheduling practices and policies, Plaintiff and
10 class members were forced to forego meal periods and/or have their meal periods interrupted by
11 work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines
12 and handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and
13 class members worked through that qualified for overtime premium payment. Defendants did not
14 pay Plaintiff and class members for the time they continued to perform their duties during their meal
15 periods. Plaintiff and class members were asked by Defendants to write on their timecards that they
16 took their meal periods, when instead they were actually working through them.

17 42. Defendants had no policy and/or practice for scheduling second meal periods for
18 employees or for authorizing and permitting Plaintiff and class members to take second 30-minute
19 meal periods on days they worked in excess of 10 hours in one day. As a result, Defendants did not
20 provide Plaintiff and class members with all second 30-minute meal periods to which they were
21 entitled.

22 43. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and
23 class members. To the extent that these off-the-clock hours did not qualify for overtime premium
24 payment, Defendants did not pay at least minimum wages for those hours Plaintiff and class members
25 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
26 and 1198. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
27 class members for all of the hours they worked. Defendants’ failure to pay Plaintiff and class
28 members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and

1 1198.

2 44. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are
3 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
4 interest thereon.

5 45. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged
6 herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff
7 and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed,
8 including interest thereon.

9 46. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of
10 reasonable attorneys' fees and costs incurred in this action.

11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PAY OVERTIME WAGE**
13 **IN VIOLATION OF LABOR CODE §§ 510 and 1198**
14 **(AGAINST ALL DEFENDANTS)**

15 47. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
16 though fully set forth herein.

17 48. Labor Code § 1198 makes it unlawful to employ an employee under conditions of
18 labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that
19 "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of
20 labor for employees. The employment of any employee . . . under conditions of labor prohibited by
21 the order is unlawful."

22 49. The applicable IWC Wage Order required Defendants to pay Plaintiff and class
23 members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of
24 time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The
25 applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working
26 more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and
27 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive
28 day of a work in a workweek.

1 50. At all relevant times, Defendants willfully failed to pay all overtime wages owed to
2 Plaintiff and class members. At all relevant times, Plaintiff and class members were not paid overtime
3 premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a
4 day, and/or in excess of 40 hours in a week.

5 51. At all relevant times herein, Defendants had, and continue to have, a company-wide
6 policy of failing to implement any policies to authorize and permit employees to take compliant meal
7 periods and, instead, engaged in a practice of discouraging and impeding employees from taking
8 meal periods by assigning them a heavy workload and understaffing their facilities.

9 52. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods
10 even though they are aware that employees are entitled to such meal periods. As a result of this
11 company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff and class
12 members were not always permitted and authorized to take uninterrupted 30-minute meal periods
13 during shifts to which they were entitled to receive a meal period. For example, Plaintiff regularly
14 worked through meal periods and had meal periods interrupted by supervisors and by work to meet
15 expected targets. Plaintiff and class members were asked by Defendants to write on their timecards
16 that they took their meal periods, when instead they were actually working through them.

17 53. At all relevant times, Defendants had no policy for scheduling second meal periods
18 and no practice of permitting Plaintiff and class members to take second 30-minute meal periods.
19 As a result, on days that Plaintiff and class members worked in excess of 10 hours, they were not
20 provided with second 30-minute meal periods.

21 54. Defendants knew or should have known that, as a result of their policies and practices,
22 Plaintiff and class members were performing some of their assigned duties off-the-clock and/or
23 during unpaid meal periods, and were suffered or permitted to perform work for which they were
24 not paid. Because Plaintiff and class members worked shifts in excess of 8 hours a day or more and
25 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay.
26 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours
27 they actually worked. To the extent Plaintiff and class members worked shifts in excess of 12 hours
28 a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff and

1 class members were not paid double time wages for all overtime hours they actually worked.

2 55. Defendants' failure to pay Plaintiff and class members the balance of overtime
3 compensation, as required by California law, violates the provisions of California Labor Code §§
4 510 and 1198. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled
5 to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

6 56. Labor Code §558 (a) requires that any person acting on behalf of an employer who
7 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
8 underpaid employee for each pay period in which the employee was underpaid in addition to an
9 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
10 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each
11 underpaid employee for each pay period for which the employee was underpaid in addition to an
12 amount sufficient to recover the underpaid wages.

13 57. In addition to the above withheld overtime wages, Plaintiff and the Class are entitled
14 to civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated
15 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this
16 complaint, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants
17 are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven
18 at trial.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 **LABOR CODE §§ 226.7, 512 (a) and 1198**

22 **(AGAINST ALL DEFENDANTS)**

23 58. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
24 though fully set forth herein.

25 59. "An employer shall not employ an employee for a work period of more than five hours
26 per day without providing the employee with a meal period of not less than 30 minutes, except that if
27 the total work period per day of the employee is no more than six hours, the meal period may be
28 waived by mutual consent of both the employer and employee. An employer shall not employ an

1 employee for a work period of more than 10 hours per day without providing the employee with a
2 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
3 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
4 only if the first meal period was not waived.” Labor Code § 512; IWC Wage Order Nos. 1–2001 to
5 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
6 Code Regs § 11170, § 9.

7 60. At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable
8 IWC Wage Order also require employers to provide a second meal break of not less than 30 minutes
9 if an employee works over 10 hours per day or to pay an employee one additional hour of pay at the
10 employee’s regular rate, except that if the total hours worked is no more than 12 hours, the second
11 meal period may be waived by mutual consent of the employer and the employee only if the first
12 meal period was not waived.

13 61. “An employer shall not require an employee to work during a meal ... period mandated
14 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
15 Commission If an employer fails to provide an employee a meal ... period in accordance with a
16 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
17 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
18 hour of pay at the employee's regular rate of compensation for each workday that the meal ... period
19 is not provided.” Lab. Code § 226.7 (b) & (c).

20 62. At all relevant times, Plaintiff and the Class regularly worked more than five hours per
21 day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

22 63. At all relevant times herein, Defendants had, and continue to have, a company-wide
23 policy and/or practice of understaffing their locations while simultaneously assigning demanding
24 workloads, which had the combined effect of preventing Plaintiff and class members from taking all
25 timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants had no
26 policy and/or practice of scheduling meal periods for Plaintiff and class members. As a result of
27 Defendants’ policies and/or practices, Plaintiff and class members had to work through some or all
28 of their meal periods, have their meal periods interrupted to return to work, and/or wait extended

1 periods of time before taking meal periods. Plaintiff and class members were asked by Defendants
2 to write on their timecards that they took their meal periods, when instead they were actually working
3 through them.

4 64. Defendants did not provide Plaintiff and class members with second 30-minute meal
5 periods on days that they worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour
6 shifts and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a
7 second 30-minute meal period.

8 65. Plaintiff is also informed and believes that Defendants engaged in a systematic,
9 company-wide practice and/or policy of not paying meal period premiums for Plaintiff and class
10 members, regardless of whether they were able to take a compliant meal break, in violation of the
11 applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants
12 failed to provide Plaintiff and class members compliant meal periods in violation of California Labor
13 Code sections 226.7 and 512 and failed to pay the full meal period premiums due.

14 66. As alleged herein, Plaintiff and the Class are not exempt from the meal period
15 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
16 Consequently, Defendants' conduct violates the applicable IWC Wage Order, and California Labor
17 Code §§ 226.7, 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from
18 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
19 day that the meal period was not provided, plus interest thereon and costs of suit in an amount subject
20 to proof at trial.

21 **FOURTH CAUSE OF ACTION**
22 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**
23 **IN VIOLATION OF LABOR CODE § 2802**
24 **(AGAINST ALL DEFENDANTS)**

25 67. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
26 though fully set forth herein.

27 68. An employer shall indemnify his or her employee for all necessary expenditures or
28 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his

1 or her obedience to the directions of the employer.

2 69. At all times relevant herein, Class Members have been required by Defendants to
3 purchase tools, and in fact did purchase tools in order to perform their duties.

4 70. At all times relevant herein, Defendants have had a uniform practice and policy of
5 paying their employees less than twice the minimum wage in contravention of the applicable IWC
6 Wage Orders and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

7 71. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
9 indemnify the Class for the reasonable expenses they incurred in the course of performing their duties.
10 Specifically, Plaintiff is informed and believes and thereon alleges that at all relevant times,
11 Defendants have not reimbursed Class Members for the purchase of their tools.

12 72. During the interview process with Defendants, Plaintiff was informed that he would
13 have to provide his own tools for the job. Plaintiff was being paid \$25 per hour. Plaintiff reported that
14 he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was
15 required to use his own tools to perform his job duties. RJ Lemke told Plaintiff that he did not qualify
16 for double minimum wage. Plaintiff had spent about \$3,000-\$3,500 on tools he purchased prior to
17 coming to work for Defendants that he used to perform his job duties. Plaintiff also had a toolbox that
18 he spent about \$400 on, which he also owned prior to his employment with the company. The tools
19 that Defendants actually provides to technicians are air hoses, water hoses, jacks, and jack stands.
20 However, the technicians are required to provide and use their own tools to perform their work.

21 73. As a result of the foregoing, all members of the Class are entitled to recover all sums
22 incurred by them for the purchase of the tools that were necessary for the performance of their jobs
23 and which they were required to purchase in an amount according to proof at trial.

24 74. As a result of the foregoing, Class members are further entitled to an award of interest
25 at the same rate as judgments in civil actions, accruing from the date on which they incurred the
26 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by them
27 for enforcing the rights granted by Labor Code § 2802.

28 **FIFTH CAUSE OF ACTION**

Exhibit 1.40
-15-

**FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS
IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198
(AGAINST ALL DEFENDANTS)**

75. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

76. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross wages, total deductions net wages earned and name of the employer. An employer who violates these Code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

77. “Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded.” IWC Wage Order 4-2001, section 7 (A) (1) & (3).

78. “Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Lab. Code § 1174 (c) & (d).

79. “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500).” Cal. Lab. Code § 1174.5.

80. “A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State

1 of California.” Cal. Lab. Code § 226 (a).

2 81. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
3 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
4 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
5 natural person who is an owner, director, officer, or managing agent of the employer.

6 82. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff
7 and Subclass members with uniform, incomplete, and inaccurate wage statements.

8 83. Because Defendants failed to document and deducted time worked from Plaintiff’s
9 and Subclass members’ wage statements and employment records for meal periods they did not
10 actually receive, Defendants unlawfully deducted wages earned and meal period premiums that
11 should have been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass
12 members containing the correct amount of gross wages earned in violation of Labor Code § 226 (a)
13 (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
14 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
15 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

16 84. To the extent that Defendants paid any meal break premium and/or rest break premium
17 payments, Defendants failed to identify such payments on Plaintiff’s and Subclass members’ wage
18 statements and employment records, and Defendants otherwise failed to provide information on the
19 wage statements sufficient to identify how many premium payments were paid during each pay
20 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
21 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
22 for any and all premiums owed.

23 85. California Labor Code § 1198 provides that the maximum hours of work and the
24 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
25 applicable IWC Wage Orders. § 1198 further provides that “the employment of any employees for
26 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
27 unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time
28 records showing when the employee begins and ends each work period and meal period. At all

1 relevant times, Defendants failed, on a company-wide basis, to keep records of meal period start and
2 stop times for Plaintiff and Subclass members in violation of section 1198.

3 86. California Labor Code section 1174 (d) provides that “every person employing labor
4 in this state shall ... keep a record showing the names and addresses of all employees employed and
5 the ages of all minors” and “keep, at a central location in the state or at the plants or establishments
6 at which employees are employed, payroll records showing the hours worked daily by and the wages
7 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
8 employed at the respective plants or establishments...” At all relevant times, and in violation of
9 Labor Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff
10 and Subclass members showing the daily hours they worked and the wages paid thereto as a result
11 of failing to record the off-the-clock hours that they worked.

12 87. Plaintiff and Subclass members are entitled to recover from Defendants the greater of
13 their actual damages caused by Defendants’ failure to comply with California Labor Code § 226 (a),
14 or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
15 attorneys’ fees and costs.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY WAGES**

18 **IN VIOLATION OF LABOR CODE § 204**

19 88. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
20 though fully set forth herein.

21 89. “All wages ... earned by any person in any employment are due and payable twice
22 during each calendar month, on days designated in advance by the employer as the regular paydays
23 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
24 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
25 the close of the payroll period.” Labor Code § 204.

26 90. “In addition to, and entirely independent and apart from, any other penalty provided
27 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
28 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)

1 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
2 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
3 amount unlawfully withheld.” Labor Code § 210.

4 91. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
5 and the Class by the seventh calendar day following the close of the payroll period. Indeed, as
6 discussed above, Plaintiff and the Class are owed wages for unpaid minimum wage, unpaid overtime,
7 meal periods, rest periods and unreimbursed business expenses. At no time during their employment
8 were these outstanding sums ever paid to them. Instead, these outstanding sums continued to
9 accumulate every pay period. Therefore, Plaintiff and the Class were not paid all wages earned by the
10 seventh calendar day following the close of their pay periods.

11 92. As a direct and proximate result of Defendants’ failure to timely pay wages, Plaintiff
12 and the Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

13 **SEVENTH CAUSE OF ACTION**

14 **WILLFUL FAILURE TO PAY WAGES**

15 **IN VIOLATION OF LABOR CODE §§ 201-203**

16 93. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
17 though fully set forth herein.

18 94. “If an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately.” Labor Code § 201.

20 95. “If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
22 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
23 employee is entitled to his or her wages at the time of quitting.” Labor Code § 202.

24 96. “If an employer willfully fails to pay any wages of an employee who is discharged or
25 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
26 rate until paid or until an action therefor is commenced.” Labor Code § 203.

27 97. Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-
28 203.

98. At no time since Plaintiff's or the Class's separation of employment did Defendants pay them wait-time penalties as required by Labor Code § 203.

99. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's and the Class's wages upon their separation of employment, Plaintiff and the Class incurred wait-time penalties in an amount equal to their daily rate of pay over the period that the wages were not paid in an amount subject to proof at trial.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION IN VIOLATION OF

BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.

(AGAINST ALL DEFENDANTS)

100. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

101. Defendants are a “person” as defined by California Business & Professions Code sections 17201.

102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Defendants' unlawful business practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

104. The employment practices engaged in by Defendant as plead herein, including violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

105. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class and members of the public.

106. Pursuant to California Business & Professions Code §§ 17200, et seq. Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that

1 commences four years prior to the filing of this Complaint; a permanent injunction requiring
2 Defendants to pay all outstanding wages due to Plaintiff, the Class and aggrieved employees; and an
3 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
4 applicable laws; and an award of costs.

5 **NINTH CAUSE OF ACTION**
6 **CIVIL PENALTIES IN VIOLATION OF**
7 **LABOR CODE § 2699, ET SEQ.**
8 **(AGAINST ALL DEFENDANTS)**

9 107. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
10 though fully set forth herein.

11 108. Under Labor Code § 2698, et seq., Plaintiff, as a aggrieved employee, may bring an
12 action against defendants, on behalf of himself and other current or former employees, seeking civil
13 penalties for defendants' violations of the California Labor Code.

14 109. Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, et seq.
15 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

16 110. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
17 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
18 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
19 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in
20 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
21 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in
22 violation of §§ 226.7, 512 (a), and 1198, failure to timely pay wages in violation of Labor Code § 204
23 and willful failure to pay wages in violation of Labor Code § 201-203.

24 111. On November 2, 2022, Plaintiff provided written notice by online filing with the Labor
25 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
26 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
27 violation, as required by Labor Code § 2699.3 (a) (1) (A).

28 112. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and

1 Workforce Development Agency of its intent to pursue an action against Defendants.

2 113. As a direct and proximate result of Defendants' California Labor Code violations as
3 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
4 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
5 subsequent violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly
6 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
7 expressly provide for a penalty.

8 114. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
9 recovered civil penalties.

10 **PRAYER FOR RELIEF**

11 Plaintiff and the Class pray for relief and judgment against Defendants as follows:

12 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
13 of \$25,000, exclusive of interest and costs.

14 **Class Certification**

- 15 2. That this case be certified as a class action;
16 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
17 4. That counsel for Plaintiff be appointed as class counsel.

18 **As to the First Cause of Action**

19 **(Unpaid Minimum Wages)**

20 5. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
21 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully
22 failing to pay minimum wages to Plaintiff and class members;

23 6. For payment of unpaid wages in an amount subject to proof;

24 7. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,
25 plus interest;

26 8. For prejudgment interest at the legal rate from the date the obligation became due
27 through the date of judgment in this matter;

28 9. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's

1 enforcement of the rights granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant
2 to Labor Code § 1194 (a); and

3 10. For such other relief that the Court deems just and appropriate.

4 **As to the Second Cause of Action**

5 **(Unpaid Overtime)**

6 11. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
7 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
8 overtime wages to Plaintiff and class members;

9 12. For payment of unpaid overtime wages in an amount subject to proof;

10 13. For prejudgment interest at the legal rate from the date the obligation became due
11 through the date of judgment in this matter;

12 14. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
13 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194
14 (a); and

15 15. For such other relief that the Court deems just and appropriate.

16 **As to the Third Cause of Action**

17 **(Failure to Provide Meal Periods)**

18 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
19 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
20 failing to provide all meal periods to Plaintiff and class members;

21 17. That the Court make an award to the Plaintiff and class members of one hour of pay
22 at each employee's regular rate of pay for each workday that a meal period was not provided;

23 18. For all actual, consequential, and incidental losses and damages, according to proof;

24 19. For premiums pursuant to California Labor Code section 226.7 (b);

25 20. For pre-judgment interest on any unpaid meal period premiums from the date such
26 amounts were due, or as otherwise provided by law;

27 21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
28 as otherwise provided by law; and

1 22. For such other relief that the Court deems just and appropriate.

2 **As to the Fourth Cause of Action**

3 **(Unreimbursed Business Expenses)**

4 23. That the Court adjudge, declare and decree that Defendants violated Labor Code §
5 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

6 24. For unreimbursed business expenses and for all actual, consequential, and incidental
7 losses and damages, according to proof;

8 25. For interest at the same rate as judgments in civil actions, accruing from the date on
9 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
10 2802;

11 26. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
12 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

13 27. For such other relief that the Court deems just and appropriate.

14 **As to the Fifth Cause of Action**

15 **(Noncompliant Wage Statements and Payroll Records)**

16 28. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
17 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
18 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
19 accurate payroll records;

20 29. For consequential and incidental losses and damages according to proof;

21 30. For injunctive relief pursuant to Labor Code § 226 (h);

22 31. For statutory penalties pursuant to Labor Code § 226 (e);

23 32. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
24 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

25 33. For such other relief that the Court deems just and appropriate.

26 **As to the Sixth Cause of Action**

27 **(Failure to Timely Pay Wages)**

28 34. That the Court declare, adjudge, and decree that Defendants violated California Labor

Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay wages to Plaintiff and class members;

35. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully withheld from Plaintiff and class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

38. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

39. For such other relief that the Court deems just and appropriate.

As to the Seventh Cause of Action

(Willful Failure to Pay Wages)

40. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members either upon discharge or within 72 hours of their resignation;

41. For wait time penalties pursuant to Labor Code § 203;

42. For all actual, consequential, and incidental losses and damages, according to proof;

43. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

44. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

45. For such other relief that the Court deems just and appropriate.

As to the Eighth Cause of Action

(Unfair Competition)

46. That the employment practices engaged in by Defendants as plead herein, including violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.;

1 47. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
2 interest from the day such amounts were due and payable;

3 48. For the appointment of a receiver to receive, manage and distribute any and all funds
4 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
5 of violations of California Business & Professions Code sections 17200, et seq.;

6 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
7 Code of Civil Procedure § 1021.5; and

8 50. For such other and further relief as the Court deems just and appropriate.

9 **As to the Ninth Cause of Action**

10 **(Civil Penalties under the PAGA)**

11 51. That the Court declare, adjudge, and decree that Defendants violated all California
12 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
13 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

14 52. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
15 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
16 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

17 53. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
18 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
19 plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197,
20 1197.1, 1198 and 2802;

21 54. For pre-judgment and post-judgment interest as provided by law; and

22 55. For such other and further relief as the Court deems just and appropriate.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff and the Class hereby demand a trial by jury on all issues.

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PIMENTEL LAW, P.C.

Dated: January 9, 2023

By: 
Kelly M. Hatfield
Attorney for the Plaintiff

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7 Attorneys for Plaintiff,
JERIME SAUNDERS

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9
10 **IN THE SUPERIOR OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 JERIME SAUNDERS, an individual, on behalf of
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 PROGRESSIVE HOUSING, INC., a California
17 corporation, CATHY LEMKE, an individual,
18 FRED LEMKE, an individual, and DOES 1
through 20 inclusive,

19 Defendants.
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Case No. 34-2022-00331427

**~~FIRST~~ SECOND AMENDED CLASS
ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
2. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
5. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
6. Failure to Timely Pay Wages in Violation of Labor Code § 204;
7. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;

8. Unfair Competition in Violation of Labor Code §§17200, et seq.;

9. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

10. Failure to Pay Sick Pay Wages in Violation of Labor Code § 246;

9.11. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198.

Jury Trial Demanded

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12 + Plaintiff JERIME SAUNDERS, on behalf of himself and all others similarly situated, and as
13 an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and
14 thereon alleges as follows:

15 **PARTIES, VENUE AND JURISDICTION**

16 2- This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover wages and
17 all other available relief on behalf of Plaintiff and all similarly situated current and former non-
18 exempt, hourly- paid employees of Defendants.

19 3- This enforcement action is brought pursuant to the Private Attorneys General Act of 2004,
20 California Labor Code §§ 2698, et seq. ("PAGA") to recover civil penalties and any other available
21 relief on behalf of Plaintiff, the State of California, and other current and former aggrieved employees
22 of Defendants and against whom one or more Labor Code violations or any provision regulating
23 hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were
24 committed, as set forth in this Complaint.

25 4- Plaintiff JERIME SAUNDERS worked as a Pre-Delivery Technician for PROGRESSIVE
26 HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-20, a recreational vehicle dealer,
27 at 1199 El Camino Ave., Sacramento, CA 95815, from January 3, 2022 to August 11, 2022. Plaintiff's
28 job duties included performing pre-delivery inspections on new and used RVs before clients took

1 possession.

2 ~~5-~~ Plaintiff JERIME SAUNDERS was at all times relevant hereto a resident of Folsom,
3 California.

4 ~~6-~~ At all relevant times herein, Defendant PROGRESSIVE HOUSING, INC. was a Corporation
5 with its principal place of business in Sacramento, California.

6 ~~7-~~ Defendant CATHY LEMKE was at all times relevant herein the principal of PROGRESSIVE
7 HOUSING, INC..

8 ~~8-~~ Defendant FRED LEMKE was at all times relevant herein the principal of PROGRESSIVE
9 HOUSING, INC..

10 ~~9-~~ Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5 because
11 this suit was filed in the county where the liability arises, where the breach occurred and where
12 Defendants resided at the commencement of this action.

13 ~~10-~~ Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of
14 interest and ownership between PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
15 LEMKE, and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

16 ~~11-~~ Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
17 purported corporate existence, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE
18 and DOES 1-20 are, in reality, one and the same.

19 ~~12-~~ PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-20 do
20 not comply with all requisite corporate formalities to maintain a legal and separate existence.

21 ~~13-~~ The business affairs of PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE
22 and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
23 reasonably be segregated, and the same are in inextricable confusion. PROGRESSIVE HOUSING,
24 INC. is, and at all times relevant hereto was, used by DOES 1-20, CATHY LEMKE and FRED
25 LEMKE as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was,
26 the alter ego of DOES 1-20. The recognition of the separate existence of PROGRESSIVE
27 HOUSING, INC. would not promote justice, in that it would permit Defendants to insulate themselves
28 from liability to Plaintiff for violations of state law. The corporate existence of PROGRESSIVE

1 HOUSING, INC. and DOES 1-20 should be disregarded in equity and for the ends of justice because
2 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

3 ~~14.~~ Accordingly, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE and
4 DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence must
5 be disregarded.

6 ~~15.~~ As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon
7 alleges that PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE and DOES 1-20
8 are joint employers by virtue of a joint enterprise, and that the employees and agents of
9 PROGRESSIVE HOUSING, INC. were also employees of CATHY LEMKE, FRED LEMKE and
10 DOES 1-20. PROGRESSIVE HOUSING, INC. employees performed services for each and every
11 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of
12 them as employees, either directly or indirectly, and the manner in which Defendants' business was
13 and is conducted.

14 ~~16.~~ The true names and capacities, whether individual, corporate, associate, or otherwise, of the
15 Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
16 these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint
17 to insert the true names and capacities of these Defendants when they become known to Plaintiff.
18 Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously named
19 Defendants is responsible for the wrongful acts alleged herein and are therefore liable to Plaintiff as
20 alleged hereinafter.

21 ~~17.~~ Plaintiff is informed and believes and based thereupon alleges, that at all times relevant hereto,
22 Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
23 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
24 and each of them, and in doing the things alleged herein, were acting at least in part within the course
25 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
26 and/or joint venture and with the permission and consent of each of the other Defendants.

27 ~~18.~~ Plaintiff is informed and believes and based thereupon alleges, that Defendants, including
28 those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts

1 alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
2 alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based
3 thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed and
4 executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
5 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
6 intended to cause and actually causing Plaintiff's harm.

7 ~~19.~~ Whenever and wherever reference is made in this Complaint to any act or failure to act by a
8 Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
9 and/or failures to act by each Defendant acting individually, jointly and severally.

10 GENERAL ALLEGATIONS

11 ~~20.~~ Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members were
12 not paid for all hours worked because all hours worked were not recorded.

13 ~~21.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
14 known that Plaintiff and class members were entitled to receive certain wages for overtime
15 compensation and that they were in fact not receiving certain wages for overtime compensation.

16 ~~22.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
17 known that Plaintiff and class members were entitled to receive at least minimum wages for
18 compensation and that they were not receiving at least minimum wages for work that was required
19 to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were
20 not paid at least minimum wages for work done off-the-clock.

21 ~~23.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
22 known that Plaintiff and class members were entitled to meal periods in accordance with the Labor
23 Code or payment of one additional hour of pay at their regular rates of pay when they were not
24 provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class members
25 were not provided with all meal periods or payment of one additional hour of pay at their regular
26 rates of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

27 ~~24.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
28 known that Plaintiff and class members were entitled to timely payment of all wages earned upon

1 termination of employment. In violation of the California Labor Code, Plaintiff and class members
2 did not receive payment of all wages due, including overtime wages, minimum wages, sick days,
3 and meal and rest period premiums, within the time periods required by law.

4 ~~25.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
5 known that Plaintiff and class members were entitled to timely payment of wages during their
6 employment. Plaintiff and class members did not receive payment of all wages, including overtime
7 wages, minimum wages, and meal and rest period premiums in violation of the California Labor
8 Code.

9 ~~26.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
10 known that Plaintiff and class members were entitled to receive full reimbursement for all business-
11 related expenses and costs they incurred in direct consequence of the discharge of their duties and
12 that they did not receive full reimbursement of applicable business-related expenses and costs
13 incurred.

14 Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and class members for all
16 hours worked, and that Defendants had the financial ability to pay such compensation, but willfully,
17 knowingly, and intentionally failed to do so.

18 Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known
19 that Plaintiff and class members were entitled to legally required paid sick days at the legal rate.
20 Plaintiff and class members did not receive payment of their legally required sick days in violation of
21 the California Labor Code.

22 ~~27.~~ Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
23 known that Plaintiff and class members were entitled to 10-minute uninterrupted rest periods in
24 accordance with the Labor Code or payment of one additional hour of pay at their regular rates of
25 pay when they were not provided with timely, uninterrupted, 10 minute rest periods and that Plaintiff
26 and class members were not provided with all meal periods or payment of one additional hour of pay
27 at their regular rates of pay when they did not receive a timely, uninterrupted, 10 minute rest period.
28

1 **CLASS ACTION ALLEGATIONS**

2 ~~28.~~ Plaintiff's proposed Class consists of:

3 All persons who worked for Defendants as non-exempt, hourly-paid employees in California, within
4 four years prior to the filing of the initial complaint until the date of trial ("Class").

5 ~~29.~~ Plaintiff's proposed subclass consists of:

6 All persons who worked for Defendants as non-exempt, hourly-paid employees in California and who
7 received at least one wage statement within one year prior to the filing of the initial complaint until
8 the date of trial ("Subclass").

9 ~~30.~~ Members of the Class and Subclass are referred to herein as "Class."

10 ~~31.~~ Plaintiff reserves the right to redefine the Class and to add additional subclasses as appropriate
11 based on further investigation and discovery.

12 ~~32.~~ At all relevant times, Defendants have had a common and consistent policy and practice of
13 failing to pay the proper minimum wage and overtime, reimburse for necessary business expenditures,
14 furnish compliant wage statements, maintain accurate pay records, provide uninterrupted meal and
15 rest periods, provide paid sick time, and timely pay wages in violation of the Labor Code and IWC
16 Wage Orders.

17 ~~33.~~ There is a well-defined community of interest in the litigation and the class members are
18 readily ascertainable:

19 ~~34.~~ **Numerosity:** The members of the Class are sufficiently numerous that joinder of all members
20 is impracticable. The membership of the entire Class is unknown to Plaintiff at this time. However,
21 the Class is estimated to be greater than 100 individuals and the identity of such membership is
22 readily ascertainable by inspection of Defendants' employment records.

23 ~~35.~~ **Commonality:** There are questions of law and fact common to the Class that are answerable
24 on a common basis, and these questions predominate over individual questions. The questions of law
25 and fact common to the Class include, without limitation:

26 ~~a.~~ Whether Defendants required Plaintiff and class members to work over 8 hours per day, over
27 12 hours per day, or over 40 hours per week and failed to pay them all legally required overtime
28 compensation;

- 1 b. Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all
2 hours worked;
- 3 c. Whether Defendants failed to provide Plaintiff and class members with meal and rest periods;
- 4 d. Whether Defendants provided Plaintiff and class members with complete and accurate wage
5 statements as required by California Labor Code section 226 (a);
- 6 e. Whether Defendants failed to pay earned overtime wages, minimum wages, sick pay wages,
7 and meal and rest period premiums due to Plaintiff and class members upon their discharge;
- 8 f. Whether Defendants failed to timely pay overtime wages, minimum wages, sick pay wages,
9 and meal and rest period premiums to Plaintiff and class members during their employment;
- 10 g. Whether Defendants failed to reimburse Plaintiff and class members for necessary business
11 expenditures, losses incurred by them in direct consequence of the discharge of their duties or
12 obedience to the directions of the employer;
- 13 h. Whether Defendants engaged in unlawful and unfair business practices in violation of
14 California Business & Professions Code sections 17200, *et seq.*; and,
- 15 i. The appropriate amount of damages, restitution, or monetary penalties resulting from
16 Defendants' violations of California law.
- 17 ~~36.~~ **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to represent. As
18 set forth herein, Defendants' common course of conduct causes Plaintiff and similarly situated
19 persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims are
20 thereby representative of and co-extensive with the claims of the Class.
- 21 ~~37.~~ **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members of the
22 Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not have any
23 conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class, and has
24 already devoted time and resources to the initial investigation of these claims. Plaintiff's attorney is
25 competent and experienced in litigating employment actions, including wage and hour class actions.
- 26 ~~38.~~ **Superiority of Class Action:** A class action is superior to other available methods for the fair
27 and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes that
28 some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by

1 Defendants. Because the damages suffered by certain individual members of the Class may be
2 relatively small, the expense and burden of individual litigation make it impracticable for Class
3 Members to pursue their claims separately. Each member of the Class has been damaged and is
4 entitled to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and
5 policies. Class action treatment will allow those similarly situated persons to litigate their claims in
6 the manner that is most efficient and economical for the parties and the judicial system. Class action
7 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
8 same manner for all members of the Class.

9
10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF**

12 **LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198**

13 **(AGAINST ALL DEFENDANTS)**

14 ~~39.~~ Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
15 set forth herein.

16 ~~40.~~ At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198
17 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
18 employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable
19 work time is defined by the applicable wage order as "the time during which an employee is subject
20 to the control of an employer, and includes all the time the employee is suffered or permitted to
21 work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

22 ~~41.~~ Due to Defendants' company-wide scheduling practices and policies, Plaintiff and class
23 members were forced to forego meal periods and/or have their meal periods interrupted by work,
24 and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines and
25 handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and class
26 members worked through that qualified for overtime premium payment. Defendants did not pay
27 Plaintiff and class members for the time they continued to perform their duties during their meal
28 periods. Plaintiff and class members were asked by Defendants to write on their timecards that they

1 took their meal periods, when instead they were actually working through them.

2 42. Defendants had no policy and/or practice for scheduling second meal periods for employees
3 or for authorizing and permitting Plaintiff and class members to take second 30-minute meal periods
4 on days they worked in excess of 10 hours in one day. As a result, Defendants did not provide
5 Plaintiff and class members with all second 30-minute meal periods to which they were entitled.

6 43. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and class
7 members. To the extent that these off-the-clock hours did not qualify for overtime premium payment,
8 Defendants did not pay at least minimum wages for those hours Plaintiff and class members worked
9 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.
10 Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and class
11 members for all of the hours they worked. Defendants' failure to pay Plaintiff and class members
12 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

13 44. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled
14 to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
15 thereon.

16 45. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged herein
17 is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff and the
18 Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, including
19 interest thereon.

20 46. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of reasonable
21 attorneys' fees and costs incurred in this action.

22 **1. SECOND CAUSE OF ACTION**

23 **2. FAILURE TO PAY OVERTIME WAGE**

24 **3. IN VIOLATION OF LABOR CODE §§ 510 and 1198**

25 **4. (AGAINST ALL DEFENDANTS)**

26 47. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
27 set forth herein.

28 48. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that

1 are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard
2 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
3 employees. The employment of any employee . . . under conditions of labor prohibited by the order
4 is unlawful."

5 ~~49.~~ The applicable IWC Wage Order required Defendants to pay Plaintiff and class members
6 working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time and
7 one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The applicable
8 IWC Wage Order further required Defendants to pay Plaintiff and class members working more than
9 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and 2 times
10 their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive day of a
11 work in a workweek.

12 ~~50.~~ At all relevant times, Defendants willfully failed to pay all overtime wages owed to Plaintiff
13 and class members. At all relevant times, Plaintiff and class members were not paid overtime
14 premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a
15 day, and/or in excess of 40 hours in a week.

16 ~~51.~~ At all relevant times herein, Defendants had, and continue to have, a company-wide policy of
17 failing to implement any policies to authorize and permit employees to take compliant meal periods
18 and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods
19 by assigning them a heavy workload and understaffing their facilities.

20 ~~52.~~ Additionally, Defendants, on a company-wide basis, failed to schedule meal periods even
21 though they are aware that employees are entitled to such meal periods. As a result of this company-
22 wide understaffing of its facilities and failure to schedule meal periods, Plaintiff and class members
23 were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts
24 to which they were entitled to receive a meal period. For example, Plaintiff regularly worked through
25 meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.
26 Plaintiff and class members were asked by Defendants to write on their timecards that they took their
27 meal periods, when instead they were actually working through them.

28 ~~53.~~ At all relevant times, Defendants had no policy for scheduling second meal periods and no

1 practice of permitting Plaintiff and class members to take second 30-minute meal periods. As a
2 result, on days that Plaintiff and class members worked in excess of 10 hours, they were not provided
3 with second 30-minute meal periods.

4 ~~§4.~~ Defendants knew or should have known that, as a result of their policies and practices,
5 Plaintiff and class members were performing some of their assigned duties off-the-clock and/or
6 during unpaid meal periods, and were suffered or permitted to perform work for which they were
7 not paid. Because Plaintiff and class members worked shifts in excess of 8 hours a day or more and
8 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay.
9 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours
10 they actually worked. To the extent Plaintiff and class members worked shifts in excess of 12 hours
11 a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff and
12 class members were not paid double time wages for all overtime hours they actually worked.

13 ~~§5.~~ Defendants' failure to pay Plaintiff and class members the balance of overtime compensation,
14 as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.
15 Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to recover their
16 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

17 ~~§6.~~ Labor Code §558 (a) requires that any person acting on behalf of an employer who violates,
18 or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each underpaid
19 employee for each pay period in which the employee was underpaid in addition to an amount
20 sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent violation, the
21 person acting on behalf of an employer is liable in the amount of \$100 for each underpaid employee
22 for each pay period for which the employee was underpaid in addition to an amount sufficient to
23 recover the underpaid wages.

24 ~~§7.~~ In addition to the above withheld overtime wages, Plaintiff and the Class are entitled to civil
25 penalties based upon Defendants' underpayment of overtime wages. Defendants violated Labor Code
26 §558 on each of the past pay periods within the one-year preceding the filing of this complaint, the
27 first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized
28 \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven at trial.

1 **5. THIRD CAUSE OF ACTION**

2 **6. FAILURE TO PROVIDE MEAL PERIODS**

3 **7. LABOR CODE §§ 226.7, 512 (a) and 1198**

4 **8. (AGAINST ALL DEFENDANTS)**

5 ~~§8.~~ Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
6 set forth herein.

7 ~~§9.~~ “An employer shall not employ an employee for a work period of more than five hours per
8 day without providing the employee with a meal period of not less than 30 minutes, except that if the
9 total work period per day of the employee is no more than six hours, the meal period may be waived
10 by mutual consent of both the employer and employee. An employer shall not employ an employee
11 for a work period of more than 10 hours per day without providing the employee with a second meal
12 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the
13 second meal period may be waived by mutual consent of the employer and the employee only if the
14 first meal period was not waived.” Labor Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, §
15 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal Code Regs §
16 11170, § 9.

17 ~~60.~~ At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable IWC
18 Wage Order also require employers to provide a second meal break of not less than 30 minutes if an
19 employee works over 10 hours per day or to pay an employee one additional hour of pay at the
20 employee’s regular rate, except that if the total hours worked is no more than 12 hours, the second
21 meal period may be waived by mutual consent of the employer and the employee only if the first
22 meal period was not waived.

23 ~~61.~~ “An employer shall not require an employee to work during a meal ... period mandated
24 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
25 Commission If an employer fails to provide an employee a meal ... period in accordance with a
26 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
27 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
28 hour of pay at the employee's regular rate of compensation for each workday that the meal ... period

1 is not provided.” Lab. Code § 226.7 (b) & (c).

2 ~~62.~~ At all relevant times, Plaintiff and the Class regularly worked more than five hours per day,
3 and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

4 ~~63.~~ At all relevant times herein, Defendants had, and continue to have, a company-wide policy
5 and/or practice of understaffing their locations while simultaneously assigning demanding
6 workloads, which had the combined effect of preventing Plaintiff and class members from taking all
7 timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants had no
8 policy and/or practice of scheduling meal periods for Plaintiff and class members. As a result of
9 Defendants’ policies and/or practices, Plaintiff and class members had to work through some or all
10 of their meal periods, have their meal periods interrupted to return to work, and/or wait extended
11 periods of time before taking meal periods. Plaintiff and class members were asked by Defendants
12 to write on their timecards that they took their meal periods, when instead they were actually working
13 through them.

14 ~~64.~~ Defendants did not provide Plaintiff and class members with second 30-minute meal periods
15 on days that they worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour shifts
16 and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a second
17 30-minute meal period.

18 ~~65.~~ Plaintiff is also informed and believes that Defendants engaged in a systematic, company-
19 wide practice and/or policy of not paying meal period premiums for Plaintiff and class members,
20 regardless of whether they were able to take a compliant meal break, in violation of the applicable
21 IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants failed to
22 provide Plaintiff and class members compliant meal periods in violation of California Labor Code
23 sections 226.7 and 512 and failed to pay the full meal period premiums due.

24 ~~66.~~ As alleged herein, Plaintiff and the Class are not exempt from the meal period requirements
25 of the applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently,
26 Defendants’ conduct violates the applicable IWC Wage Order, and California Labor Code §§ 226.7,
27 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one
28 additional hour of pay at the employee’s regular rate of compensation for each work day that the

1 meal period was not provided, plus interest thereon and costs of suit in an amount subject to proof at
2 trial.

3 **9. FOURTH CAUSE OF ACTION**

4 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

5 **IN VIOLATION OF LABOR CODE § 2802**

6 **(AGAINST ALL DEFENDANTS)**

7 ~~67.~~ Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
8 set forth herein.

9 ~~68.~~ An employer shall indemnify his or her employee for all necessary expenditures or losses
10 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
11 obedience to the directions of the employer.

12 ~~69.~~ At all times relevant herein, Class Members have been required by Defendants to purchase
13 tools, and in fact did purchase tools in order to perform their duties.

14 ~~70.~~ At all times relevant herein, Defendants have had a uniform practice and policy of paying
15 their employees less than twice the minimum wage in contravention of the applicable IWC Wage
16 Orders and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

17 ~~71.~~ Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants
18 have maintained a policy, practice, or a lack of policy, which resulted in their failure to indemnify the
19 Class for the reasonable expenses they incurred in the course of performing their duties. Specifically,
20 Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants have not
21 reimbursed Class Members for the purchase of their tools.

22 ~~72.~~ During the interview process with Defendants, Plaintiff was informed that he would have to
23 provide his own tools for the job. Plaintiff was being paid \$25 per hour. Plaintiff reported that he was
24 not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to
25 use his own tools to perform his job duties. RJ Lemke told Plaintiff that he did not qualify for double
26 minimum wage. Plaintiff had spent about \$3,000-\$3,500 on tools he purchased prior to coming to
27 work for Defendants that he used to perform his job duties. Plaintiff also had a toolbox that he spent
28 about \$400 on, which he also owned prior to his employment with the company. The tools that

1 Defendants actually provides to technicians are air hoses, water hoses, jacks, and jack stands.
2 However, the technicians are required to provide and use their own tools to perform their work.

3 73. As a result of the foregoing, all members of the Class are entitled to recover all sums incurred
4 by them for the purchase of the tools that were necessary for the performance of their jobs and which
5 they were required to purchase in an amount according to proof at trial.

6 74. As a result of the foregoing, Class members are further entitled to an award of interest at the
7 same rate as judgments in civil actions, accruing from the date on which they incurred the necessary
8 expenditures or loses and all reasonable costs, including attorney's fees incurred by them for
9 enforcing the rights granted by Labor Code § 2802.

10 **10. FIFTH CAUSE OF ACTION**

11 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

12 **AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**

13 **IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198**

14 **(AGAINST ALL DEFENDANTS)**

15 75. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
16 set forth herein.

17 76. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-exempt
18 employees with accurate itemized statements showing total hours worked, hourly wages, gross wages,
19 total deductions net wages earned and name of the employer. An employer who violates these Code
20 sections is liable to its employees for the greater of actual damages suffered by the employee, or
21 \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per
22 employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

23 77. "Every employer shall keep accurate information with respect to each employee including the
24 following: (1) Full name, home address, occupation and social security number ... (3) Meal periods,
25 split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001,
26 section 7 (A) (1) & (3).

27 78. "Every person employing labor in this state shall: (c) Keep a record showing the names and
28 addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the

1 state or at the plants or establishments at which employees are employed, payroll records showing the
2 hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any
3 applicable piece rate paid to, employees employed at the respective plants or establishments." Lab.
4 Code § 1174 (c) & (d).

5 ~~79.~~ "Any person employing labor who willfully fails to maintain the records required by
6 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
7 Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code §
8 1174.5.

9 ~~80.~~ "A copy of the statement and the record of the deductions shall be kept on file by the employer
10 for at least three years at the place of employment or at a central location within the State of
11 California." Cal. Lab. Code § 226 (a).

12 ~~81.~~ Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
13 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
14 employer for such violation. The term 'other person acting on behalf of an employer' is limited to a
15 natural person who is an owner, director, officer, or managing agent of the employer.

16 ~~82.~~ At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and
17 Subclass members with uniform, incomplete, and inaccurate wage statements.

18 ~~83.~~ Because Defendants failed to document and deducted time worked from Plaintiff's and
19 Subclass members' wage statements and employment records for meal periods they did not actually
20 receive, Defendants unlawfully deducted wages earned and meal period premiums that should have
21 been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass members
22 containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1),
23 accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
24 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
25 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

26 ~~84.~~ To the extent that Defendants paid any meal break premium and/or rest break premium
27 payments, Defendants failed to identify such payments on Plaintiff's and Subclass members' wage
28 statements and employment records, and Defendants otherwise failed to provide information on the

1 wage statements sufficient to identify how many premium payments were paid during each pay
2 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
3 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
4 for any and all premiums owed.

5 ~~85.~~ California Labor Code § 1198 provides that the maximum hours of work and the standard
6 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable
7 IWC Wage Orders. § 1198 further provides that “the employment of any employees for longer hours
8 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
9 Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records
10 showing when the employee begins and ends each work period and meal period. At all relevant
11 times, Defendants failed, on a company-wide basis, to keep records of meal period start and stop
12 times for Plaintiff and Subclass members in violation of section 1198.

13 ~~86.~~ California Labor Code section 1174 (d) provides that “every person employing labor in this
14 state shall ... keep a record showing the names and addresses of all employees employed and the
15 ages of all minors” and “keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked daily by and the wages
17 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
18 employed at the respective plants or establishments...” At all relevant times, and in violation of
19 Labor Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff
20 and Subclass members showing the daily hours they worked and the wages paid thereto as a result
21 of failing to record the off-the-clock hours that they worked.

22 ~~87.~~ Plaintiff and Subclass members are entitled to recover from Defendants the greater of their
23 actual damages caused by Defendants’ failure to comply with California Labor Code § 226 (a), or
24 an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
25 attorneys’ fees and costs.

26 **11. SIXTH CAUSE OF ACTION**

27 **12. FAILURE TO TIMELY PAY WAGES**

28 **13. IN VIOLATION OF LABOR CODE § 204**

1 88. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
2 set forth herein.

3 89. "All wages ... earned by any person in any employment are due and payable twice during
4 each calendar month, on days designated in advance by the employer as the regular paydays ... (d)
5 The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
6 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
7 the close of the payroll period." Labor Code § 204.

8 90. "In addition to, and entirely independent and apart from, any other penalty provided in this
9 article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ...
10 shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
11 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
12 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
13 amount unlawfully withheld." Labor Code § 210.

14 91. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff and
15 the Class by the seventh calendar day following the close of the payroll period. Indeed, as discussed
16 above, Plaintiff and the Class are owed wages for unpaid minimum wage, unpaid overtime, meal
17 periods, rest periods and unreimbursed business expenses. At no time during their employment were
18 these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate
19 every pay period. Therefore, Plaintiff and the Class were not paid all wages earned by the seventh
20 calendar day following the close of their pay periods.

21 92. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff and the
22 Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

23 **14. SEVENTH CAUSE OF ACTION**

24 **15. WILLFUL FAILURE TO PAY WAGES**

25 **16. IN VIOLATION OF LABOR CODE §§ 201-203**

26 93. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
27 set forth herein.

28 94. "If an employer discharges an employee, the wages earned and unpaid at the time of discharge

1 are due and payable immediately.” Labor Code § 201.

2 ~~95.~~ “If an employee not having a written contract for a definite period quits his or her employment,
3 his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
4 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
5 entitled to his or her wages at the time of quitting.” Labor Code § 202.

6 ~~96.~~ “If an employer willfully fails to pay any wages of an employee who is discharged or who
7 quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate
8 until paid or until an action therefor is commenced.” Labor Code § 203.

9 ~~97.~~ Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-203.

10 ~~98.~~ At no time since Plaintiff's or the Class's separation of employment did Defendants pay them
11 wait-time penalties as required by Labor Code § 203.

12 ~~99.~~ As a direct and proximate result of Defendants' willful failure to pay Plaintiff's and the Class's
13 wages upon their separation of employment, Plaintiff and the Class incurred wait-time penalties in an
14 amount equal to their daily rate of pay over the period that the wages were not paid in an amount
15 subject to proof at trial.

16 **EIGHTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION IN VIOLATION OF**

18 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

19 **(AGAINST ALL DEFENDANTS)**

20 ~~100.~~ Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
21 set forth herein.

22 ~~101.~~ Defendants are a “person” as defined by California Business & Professions Code sections
23 17201.

24 ~~102.~~ Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and
25 harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the Class
26 have suffered injury in fact and have lost money as a result of Defendants' unlawful business
27 practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within
28 the meaning of Code of Civil Procedure section 1021.5.

1 ~~103.~~ A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated
2 on the violation of any state or federal law.

3 ~~104.~~ The employment practices engaged in by Defendant as plead herein, including violations of
4 the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair business practices
5 in violation of Business & Professions Code §§17200, *et seq.*

6 ~~105.~~ As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits
7 and illegal profits at the expense of Plaintiff, the Class and members of the public.

8 ~~106.~~ Pursuant to California Business & Professions Code §§ 17200, *et seq.* Plaintiff and the Class
9 are entitled to restitution of the wages withheld and retained by Defendants during a period that
10 commences four years prior to the filing of this Complaint; a permanent injunction requiring
11 Defendants to pay all outstanding wages due to Plaintiff, the Class and aggrieved employees; and an
12 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
13 applicable laws; and an award of costs.

14 **NINTH CAUSE OF ACTION**

15 **CIVIL PENALTIES IN VIOLATION OF**

16 **LABOR CODE § 2699, ET SEQ.**

17 **(AGAINST ALL DEFENDANTS)**

18 ~~107.~~ Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully
19 set forth herein.

20 ~~108.~~ Under Labor Code § 2698, *et seq.*, Plaintiff, as a aggrieved employee, may bring an action
21 against defendants, on behalf of himself and other current or former employees, seeking civil penalties
22 for defendants' violations of the California Labor Code.

23 ~~109.~~ Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, *et seq.* by virtue
24 of the numerous Labor Code violations he was subjected to as plead herein.

25 ~~110.~~ Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings this
26 enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
27 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
28 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in

1 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
2 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in
3 violation of §§ 226.7, 512 (a), and 1198, failure to timely pay wages in violation of Labor Code § 204
4 and willful failure to pay wages in violation of Labor Code § 201-203.

5 ~~111.~~ On November 2, 2022, Plaintiff provided written notice by online filing with the Labor and
6 Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
7 Labor Code alleged to have been violated, including the facts and theories to support the alleged
8 violation, as required by Labor Code § 2699.3 (a) (1) (A).

9 ~~112.~~ As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
10 Workforce Development Agency of its intent to pursue an action against Defendants.

11 ~~113.~~ As a direct and proximate result of Defendants' California Labor Code violations as set forth
12 herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for
13 the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
14 violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly providing
15 for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
16 provide for a penalty.

17 ~~114.~~ Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil
18 penalties.

19 **17. TENTH CAUSE OF ACTION**

20 **18. FAILURE TO PAY SICK TIME IN VIOLATION OF LABOR CODE §§ 246, 558,**

21 **1194.2, 1197.1, 1198, AND 1199**

22 **19. (AGAINST ALL DEFENDANTS)**

23 **1. Plaintiff incorporates, by reference all allegations in the foregoing paragraphs as**
24 **though fully set forth herein.**

25 **2. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,**
26 **1198, and 1199, which provide that non-exempt employees are entitled to have their**
27 **sick time paid at the regular rate of pay.**

28 **3. 118. At all relevant times, Defendants were required to pay Plaintiff and class**

members for all accrued sick leave taken, pursuant to Labor Code § 246.

4. 118. Defendants failed to conform their pay practices to the requirements of the law.

This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy and practice of failing to include all forms of compensation, including but not limited to shift differentials, discretionary bonuses, and other forms of remuneration into the calculation of the regular rate of pay, which resulted in Plaintiff and class members not being paid all sick time wages owed.

5. 119. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and class members in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders, and Code of Civil Procedure § 1021.5.

6. ELEVENTH CAUSE OF ACTION

7. FAILURE TO PROVIDE REST PERIODS

8. LABOR CODE §§ 226.7 and 1198

9. (AGAINST ALL DEFENDANTS)

Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

10. At all times relevant herein, Labor Code §§ 226.7, 1198 and applicable IWC Wage Orders were applicable to Plaintiff's employment with Defendants.

11. At all relevant times, Labor Code §§ 226.7, 1198 and the applicable IWC Wage Order provided that employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1-2001 to 16-2001, §§11-12 (A);

1 8 Cal Code Regs §§11010-11160.

2 12. To comply with its obligation to provide rest periods under California Labor Code section
3 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over
4 how employees spend their break time, and relieve their employees of all duties —
5 including the obligation that an employee remain on call. A rest period, in short, must be
6 a period of rest.” Augustus v. ABM Security Services, Inc., 2 Cal. 5th 257, 269-70 (2016).

7 13. “An employer shall not require an employee to work during a rest ... period mandated
8 pursuant to an applicable statute, or applicable regulation, standard, or order of the
9 Industrial Welfare Commission If an employer fails to provide an employee a rest ...
10 period in accordance with a state law, including, but not limited to, an applicable statute
11 or applicable regulation, standard, or order of the Industrial Welfare Commission ... the
12 employer shall pay the employee one additional hour of pay at the employee’s regular rate
13 of compensation for each workday that the rest ... period is not provided.” Lab. Code §
14 226.7 (b)-(c).

15 14. Defendants’ company-wide policy and practice of understaffing while simultaneously
16 assigning demanding workloads which prevented employees from being relieved of all
17 duty in order to take compliant rest periods.

18 15. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
19 employees missed their rest breaks, would be required to take them late, or would have
20 their rest breaks interrupted. Employees were prevented from being relieved of all duty
21 in order to take compliant rest periods and instead would be required to continue working.

22 16. Plaintiff and class members worked shifts in excess of 3 ½ hours, in excess of 6 hours,
23 and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to
24 which they were entitled.

25 17. Defendants have also engaged in a systematic, company-wide practice and/or policy of
26 not paying rest period premiums owed when rest periods are not authorized or permitted.
27 Thus, Defendants denied Plaintiff and the class rest periods and failed to pay them rest
28 period premium wages due, in violation of Labor Code section 226.7 and the applicable

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1 **As to the Second Cause of Action**

2 **(Unpaid Overtime)**

3 11. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
4 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
5 overtime wages to Plaintiff and class members;

6 12. For payment of unpaid overtime wages in an amount subject to proof;

7 13. For prejudgment interest at the legal rate from the date the obligation became due
8 through the date of judgment in this matter;

9 14. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
10 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194
11 (a); and

12 15. For such other relief that the Court deems just and appropriate.

13 **As to the Third Cause of Action**

14 **(Failure to Provide Meal Periods)**

15 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
16 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
17 failing to provide all meal periods to Plaintiff and class members;

18 17. That the Court make an award to the Plaintiff and class members of one hour of pay
19 at each employee's regular rate of pay for each workday that a meal period was not provided;

20 18. For all actual, consequential, and incidental losses and damages, according to proof;

21 19. For premiums pursuant to California Labor Code section 226.7 (b);

22 20. For pre-judgment interest on any unpaid meal period premiums from the date such
23 amounts were due, or as otherwise provided by law;

24 21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
25 as otherwise provided by law; and

26 22. For such other relief that the Court deems just and appropriate.

27 **As to the Fourth Cause of Action**

28 **(Unreimbursed Business Expenses)**

1 23. That the Court adjudge, declare and decree that Defendants violated Labor Code §
2 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

3 24. For unreimbursed business expenses and for all actual, consequential, and incidental
4 losses and damages, according to proof;

5 25. For interest at the same rate as judgments in civil actions, accruing from the date on
6 which Plaintiff and the Class incurred the necessary expenditures or losses pursuant to Labor Code §
7 2802;

8 26. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
9 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

10 27. For such other relief that the Court deems just and appropriate.

11 **As to the Fifth Cause of Action**

12 **(Noncompliant Wage Statements and Payroll Records)**

13 28. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
14 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnish
15 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
16 accurate payroll records;

17 29. For consequential and incidental losses and damages according to proof;

18 30. For injunctive relief pursuant to Labor Code § 226 (h);

19 31. For statutory penalties pursuant to Labor Code § 226 (e);

20 32. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
21 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

22 33. For such other relief that the Court deems just and appropriate.

23 **As to the Sixth Cause of Action**

24 **(Failure to Timely Pay Wages)**

25 34. That the Court declare, adjudge, and decree that Defendants violated California Labor
26 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
27 wages to Plaintiff and class members;

28 35. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully

1 withheld from Plaintiff and class members;

2 36. For all actual, consequential, and incidental losses and damages, according to proof;

3 37. For pre-judgment interest on any unpaid wages from the date such amounts were due,
4 or as otherwise provided by law;

5 38. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
6 as otherwise provided by law; and

7 39. For such other relief that the Court deems just and appropriate.

8 **As to the Seventh Cause of Action**

9 **(Willful Failure to Pay Wages)**

10 40. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
12 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members
13 either upon discharge or within 72 hours of their resignation;

14 41. For wait time penalties pursuant to Labor Code § 203;

15 42. For all actual, consequential, and incidental losses and damages, according to proof;

16 43. For pre-judgment interest on any unpaid wages from the date such amounts were due,
17 or as otherwise provided by law;

18 44. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
19 as otherwise provided by law; and

20 45. For such other relief that the Court deems just and appropriate.

21 **As to the Eighth Cause of Action**

22 **(Unfair Competition)**

23 46. That the employment practices engaged in by Defendants as plead herein, including
24 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
25 practices in violation of Business & Professions Code §§17200, et seq.;

26 47. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
27 interest from the day such amounts were due and payable;

28 48. For the appointment of a receiver to receive, manage and distribute any and all funds

1 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
2 of violations of California Business & Professions Code sections 17200, et seq.;

3 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
4 Code of Civil Procedure § 1021.5; and

5 50. For such other and further relief as the Court deems just and appropriate.

6 **As to the Ninth Cause of Action**

7 **(Civil Penalties under the PAGA)**

8 51. That the Court declare, adjudge, and decree that Defendants violated all California
9 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
10 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

11 52. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
12 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
13 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

14 53. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
15 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
16 plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197,
17 1197.1, 1198 and 2802;

18 54. For pre-judgment and post-judgment interest as provided by law; and

19 55. For such other and further relief as the Court deems just and appropriate.

20 **As to the Tenth Cause of Action**

21 **(Failure to Pay Sick Time)**

22 **56. That the Court adjudge, declare and decree that Defendants violated Labor Code**
23 **§§ 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully**
24 **failing to pay sick time to Plaintiff and class members;**

25 **57. For payment of unpaid sick time in an amount subject to proof;**

26 **58. For liquidated damages pursuant to Labor Code § 1194.2 in an amount subject**
27 **to proof, plus interest;**

28 **59. For prejudgment interest at the legal rate from the date the obligation became**

1 due through the date of judgment in this matter;

2 60. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
3 enforcement of the rights granted by Labor Code §§ 246, 558, 1194.2, 1197.1, and 1198 pursuant
4 to Labor Code 1194(a); and

5 51. For such other relief that the Court deems just and appropriate.

6 As to the Eleventh Cause of Action

7 (Failure to Provide Rest Periods)

8 52. That the Court declare, adjudge, and decree that Defendants violated California Labor
9 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
10 failing to provide all rest periods to Plaintiff and the class;

11 53. That the Court make an award to Plaintiff and the class of one hour of pay at their regular
12 rate of pay for each workday that a rest period was not provided;

13 54. For all actual, consequential, and incidental losses and damages, according to proof;

14 55. For premiums pursuant to California Labor Code section 226.7 (b);

15 56. For pre-judgment interest on any unpaid rest period premiums from the date such amounts
16 were due, or as otherwise provided by law;

17 57. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as
18 otherwise provided by law; and

19 58. For such other relief that the Court deems just and appropriate.

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21 **DEMAND FOR JURY TRIAL**

22 Plaintiff and the Class hereby demand a trial by jury on all issues.

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27 **PIMENTEL LAW, P.C.**

28 By: _____

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2 Dated: April 8, 2024

Kelly M. Hatfield Jenna M. Koleson
Attorney for the Plaintiff

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EXHIBIT 2

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7 Attorneys for Plaintiff,
JERIME SAUNDERS
8
9

10 **IN THE SUPERIOR OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**
12

13 JERIME SAUNDERS, an individual, on behalf of
14 all others similarly situated,

15 Plaintiffs,

16 v.

17 PROGRESSIVE HOUSING, INC., a California
corporation, CATHY LEMKE, an individual,
18 FRED LEMKE, an individual, and DOES 1
through 20 inclusive,

19 Defendants.
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Case No. 34-2022-00331427

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
2. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
5. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
6. Failure to Timely Pay Wages in Violation of Labor Code § 204;

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7. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;

8. Unfair Competition in Violation of Labor Code §§ 17200, et seq.;

9. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

10. Failure to Pay Sick Pay Wages in Violation of Labor Code § 246;

11. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198.

Jury Trial Demanded

1. Plaintiff JERIME SAUNDERS, on behalf of himself and all others similarly situated, and as an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover wages and all other available relief on behalf of Plaintiff and all similarly situated current and former non-exempt, hourly-paid employees of Defendants.

3. This enforcement action is brought pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former aggrieved employees of Defendants and against whom one or more Labor Code violations or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this Complaint.

4. Plaintiff JERIME SAUNDERS worked as a Pre-Delivery Technician for PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-20, a recreational vehicle dealer, at 1199 El Camino Ave., Sacramento, CA 95815, from January 3, 2022

1 to August 11, 2022. Plaintiff's job duties included performing pre-delivery inspections on new and
2 used RVs before clients took possession.

3 5. Plaintiff JERIME SAUNDERS was at all times relevant hereto a resident of Folsom,
4 California.

5 6. At all relevant times herein, Defendant PROGRESSIVE HOUSING, INC. was a
6 Corporation with its principal place of business in Sacramento, California.

7 Defendant CATHY LEMKE was at all times relevant herein the principal of PROGRESSIVE
8 HOUSING, INC..

9 7. Defendant FRED LEMKE was at all times relevant herein the principal of
10 PROGRESSIVE HOUSING, INC..

11 8. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
12 because this suit was filed in the county where the liability arises, where the breach occurred and
13 where Defendants resided at the commencement of this action.

14 9. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
15 unity of interest and ownership between PROGRESSIVE HOUSING, INC., CATHY LEMKE,
16 FRED LEMKE, and DOES 1-20 that the individuality and separateness of defendants have ceased to
17 exist.

18 10. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
19 of purported corporate existence, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
20 LEMKE and DOES 1-20 are, in reality, one and the same.

21 11. PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE, and DOES 1-
22 20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

23 12. The business affairs of PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED
24 LEMKE and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same
25 cannot reasonably be segregated, and the same are in inextricable confusion. PROGRESSIVE
26 HOUSING, INC. is, and at all times relevant hereto was, used by DOES 1-20, CATHY LEMKE and
27 FRED LEMKE as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is,
28 and was, the alter ego of DOES 1-20. The recognition of the separate existence of PROGRESSIVE

1 HOUSING, INC. would not promote justice, in that it would permit Defendants to insulate themselves
2 from liability to Plaintiff for violations of state law. The corporate existence of PROGRESSIVE
3 HOUSING, INC. and DOES 1-20 should be disregarded in equity and for the ends of justice because
4 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

5 13. Accordingly, PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE
6 and DOES 1-20 are the alter egos of one another, and the fiction of their separate corporate existence
7 must be disregarded.

8 14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
9 thereon alleges that PROGRESSIVE HOUSING, INC., CATHY LEMKE, FRED LEMKE and
10 DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees and agents of
11 PROGRESSIVE HOUSING, INC. were also employees of CATHY LEMKE, FRED LEMKE and
12 DOES 1-20. PROGRESSIVE HOUSING, INC. employees performed services for each and every
13 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of
14 them as employees, either directly or indirectly, and the manner in which Defendants' business was
15 and is conducted.

16 15. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
18 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
19 Complaint to insert the true names and capacities of these Defendants when they become known to
20 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
21 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
22 Plaintiff as alleged hereinafter.

23 16. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
24 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
25 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
26 and each of them, and in doing the things alleged herein, were acting at least in part within the course
27 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
28 and/or joint venture and with the permission and consent of each of the other Defendants.

1 Plaintiff is informed and believes and based thereupon alleges, that Defendants, including those
2 defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts
3 alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
4 alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based
5 thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed and
6 executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
7 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
8 intended to cause and actually causing Plaintiff's harm.

9 17. Whenever and wherever reference is made in this Complaint to any act or failure to
10 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
11 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

12 GENERAL ALLEGATIONS

13 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
14 members were not paid for all hours worked because all hours worked were not recorded.

15 Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known
16 that Plaintiff and class members were entitled to receive certain wages for overtime compensation
17 and that they were in fact not receiving certain wages for overtime compensation.

18 Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known
19 that Plaintiff and class members were entitled to receive at least minimum wages for compensation
20 and that they were not receiving at least minimum wages for work that was required to be done off-
21 the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at
22 least minimum wages for work done off-the-clock.

23 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to meal periods in accordance with
25 the Labor Code or payment of one additional hour of pay at their regular rates of pay when they
26 were not provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class
27 members were not provided with all meal periods or payment of one additional hour of pay at their
28 regular rates of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

1 Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known
2 that Plaintiff and class members were entitled to timely payment of all wages earned upon
3 termination of employment. In violation of the California Labor Code, Plaintiff and class members
4 did not receive payment of all wages due, including overtime wages, minimum wages, sick days,
5 and meal and rest period premiums, within the time periods required by law.

6 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to timely payment of wages during
8 their employment. Plaintiff and class members did not receive payment of all wages, including
9 overtime wages, minimum wages, and meal and rest period premiums in violation of the California
10 Labor Code.

11 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive full reimbursement for
13 all business-related expenses and costs they incurred in direct consequence of the discharge of their
14 duties and that they did not receive full reimbursement of applicable business-related expenses and
15 costs incurred.

16 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
18 class members for all hours worked, and that Defendants had the financial ability to pay such
19 compensation, but willfully, knowingly, and intentionally failed to do so.

20 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
21 have known that Plaintiff and class members were entitled to legally required paid sick days at the
22 legal rate. Plaintiff and class members did not receive payment of their legally required sick days in
23 violation of the California Labor Code.

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff and class members were entitled to 10-minute uninterrupted rest periods in
26 accordance with the Labor Code or payment of one additional hour of pay at their regular rates of
27 pay when they were not provided with timely, uninterrupted, 10 minute rest periods and that Plaintiff
28 and class members were not provided with all meal periods or payment of one additional hour of pay

1 at their regular rates of pay when they did not receive a timely, uninterrupted, 10 minute rest period.

2
3 **CLASS ACTION ALLEGATIONS**

4 25. Plaintiff's proposed Class consists of:

5 All persons who worked for Defendants as non-exempt, hourly-paid employees in California, within
6 four years prior to the filing of the initial complaint until the date of trial ("Class").

7 26. Plaintiff's proposed subclass consists of:

8 All persons who worked for Defendants as non-exempt, hourly-paid employees in California and who
9 received at least one wage statement within one year prior to the filing of the initial complaint until
10 the date of trial ("Subclass").

11 27. Members of the Class and Subclass are referred to herein as "Class."

12 28. Plaintiff reserves the right to redefine the Class and to add additional subclasses as
13 appropriate based on further investigation and discovery.

14 29. At all relevant times, Defendants have had a common and consistent policy and
15 practice of failing to pay the proper minimum wage and overtime, reimburse for necessary business
16 expenditures, furnish compliant wage statements, maintain accurate pay records, provide
17 uninterrupted meal and rest periods, provide paid sick time, and timely pay wages in violation of the
18 Labor Code and IWC Wage Orders.

19 30. There is a well-defined community of interest in the litigation and the class members
20 are readily ascertainable:

21 31. **Numerosity:** The members of the Class are sufficiently numerous that joinder of all
22 members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time.
23 However, the Class is estimated to be greater than 100 individuals and the identity of such
24 membership is readily ascertainable by inspection of Defendants' employment records.

25 32. **Commonality:** There are questions of law and fact common to the Class that are
26 answerable on a common basis, and these questions predominate over individual questions. The
27 questions of law and fact common to the Class include, without limitation:

28 a. Whether Defendants required Plaintiff and class members to work over 8 hours
per day, over 12 hours per day, or over 40 hours per week and failed to pay them all legally required

1 overtime compensation;

2 b. Whether Defendants failed to pay Plaintiff and class members at least
3 minimum wages for all hours worked;

4 c. Whether Defendants failed to provide Plaintiff and class members with meal
5 and rest periods;

6 d. Whether Defendants provided Plaintiff and class members with complete and
7 accurate wage statements as required by California Labor Code section 226 (a);

8 e. Whether Defendants failed to pay earned overtime wages, minimum wages,
9 sick pay wages, and meal and rest period premiums due to Plaintiff and class members upon their
10 discharge;

11 f. Whether Defendants failed to timely pay overtime wages, minimum wages,
12 sick pay wages, and meal and rest period premiums to Plaintiff and class members during their
13 employment;

14 g. Whether Defendants failed to reimburse Plaintiff and class members for
15 necessary business expenditures, losses incurred by them in direct consequence of the discharge of
16 their duties or obedience to the directions of the employer;

17 h. Whether Defendants engaged in unlawful and unfair business practices in
18 violation of California Business & Professions Code sections 17200, *et seq.*; and,

19 i. The appropriate amount of damages, restitution, or monetary penalties
20 resulting from Defendants' violations of California law.

21 33. **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to
22 represent. As set forth herein, Defendants' common course of conduct causes Plaintiff and similarly
23 situated persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims
24 are thereby representative of and co-extensive with the claims of the Class.

25 34. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members
26 of the Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not
27 have any conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class,
28 and has already devoted time and resources to the initial investigation of these claims. Plaintiff's

attorney is competent and experienced in litigating employment actions, including wage and hour class actions.

35. **Superiority of Class Action:** A class action is superior to other available methods for the fair and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes that some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by Defendants. Because the damages suffered by certain individual members of the Class may be relatively small, the expense and burden of individual litigation make it impracticable for Class Members to pursue their claims separately. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and policies. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Class action treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for all members of the Class.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF

LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198

(AGAINST ALL DEFENDANTS)

36. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

37. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined by the applicable wage order as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010 (2) (G).

38. Due to Defendants' company-wide scheduling practices and policies, Plaintiff and class members were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines

1 and handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and
2 class members worked through that qualified for overtime premium payment. Defendants did not
3 pay Plaintiff and class members for the time they continued to perform their duties during their meal
4 periods. Plaintiff and class members were asked by Defendants to write on their timecards that they
5 took their meal periods, when instead they were actually working through them.

6 39. Defendants had no policy and/or practice for scheduling second meal periods for
7 employees or for authorizing and permitting Plaintiff and class members to take second 30-minute
8 meal periods on days they worked in excess of 10 hours in one day. As a result, Defendants did not
9 provide Plaintiff and class members with all second 30-minute meal periods to which they were
10 entitled.

11 40. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and
12 class members. To the extent that these off-the-clock hours did not qualify for overtime premium
13 payment, Defendants did not pay at least minimum wages for those hours Plaintiff and class members
14 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
15 and 1198. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
16 class members for all of the hours they worked. Defendants' failure to pay Plaintiff and class
17 members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
18 1198.

19 41. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are
20 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
21 interest thereon.

22 42. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged
23 herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff
24 and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed,
25 including interest thereon.

26 43. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of
27 reasonable attorneys' fees and costs incurred in this action.

28 **SECOND CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME WAGE
IN VIOLATION OF LABOR CODE §§ 510 and 1198
(AGAINST ALL DEFENDANTS)**

44. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

45. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

46. The applicable IWC Wage Order required Defendants to pay Plaintiff and class members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive day of a work in a workweek.

47. At all relevant times, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. At all relevant times, Plaintiff and class members were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week.

48. At all relevant times herein, Defendants had, and continue to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their facilities.

49. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods even though they are aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff and class

1 members were not always permitted and authorized to take uninterrupted 30-minute meal periods
2 during shifts to which they were entitled to receive a meal period. For example, Plaintiff regularly
3 worked through meal periods and had meal periods interrupted by supervisors and by work to meet
4 expected targets. Plaintiff and class members were asked by Defendants to write on their timecards
5 that they took their meal periods, when instead they were actually working through them.

6 50. At all relevant times, Defendants had no policy for scheduling second meal periods
7 and no practice of permitting Plaintiff and class members to take second 30-minute meal periods.
8 As a result, on days that Plaintiff and class members worked in excess of 10 hours, they were not
9 provided with second 30-minute meal periods.

10 51. Defendants knew or should have known that, as a result of their policies and practices,
11 Plaintiff and class members were performing some of their assigned duties off-the-clock and/or
12 during unpaid meal periods, and were suffered or permitted to perform work for which they were
13 not paid. Because Plaintiff and class members worked shifts in excess of 8 hours a day or more and
14 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay.
15 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours
16 they actually worked. To the extent Plaintiff and class members worked shifts in excess of 12 hours
17 a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff and
18 class members were not paid double time wages for all overtime hours they actually worked.

19 52. Defendants' failure to pay Plaintiff and class members the balance of overtime
20 compensation, as required by California law, violates the provisions of California Labor Code §§
21 510 and 1198. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled
22 to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

23 53. Labor Code §558 (a) requires that any person acting on behalf of an employer who
24 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
25 underpaid employee for each pay period in which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
27 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each
28 underpaid employee for each pay period for which the employee was underpaid in addition to an

1 amount sufficient to recover the underpaid wages.

2 54. In addition to the above withheld overtime wages, Plaintiff and the Class are entitled
3 to civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated
4 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this
5 complaint, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants
6 are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven
7 at trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **LABOR CODE §§ 226.7, 512 (a), and 1198**

11 **(AGAINST ALL DEFENDANTS)**

12 55. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
13 though fully set forth herein.

14 56. "An employer shall not employ an employee for a work period of more than five hours
15 per day without providing the employee with a meal period of not less than 30 minutes, except that if
16 the total work period per day of the employee is no more than six hours, the meal period may be
17 waived by mutual consent of both the employer and employee. An employer shall not employ an
18 employee for a work period of more than 10 hours per day without providing the employee with a
19 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
20 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
21 only if the first meal period was not waived." Labor Code § 512; IWC Wage Order Nos. 1-2001 to
22 16-2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
23 Code Regs § 11170, § 9.

24 57. At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable
25 IWC Wage Order also require employers to provide a second meal break of not less than 30 minutes
26 if an employee works over 10 hours per day or to pay an employee one additional hour of pay at the
27 employee's regular rate, except that if the total hours worked is no more than 12 hours, the second
28 meal period may be waived by mutual consent of the employer and the employee only if the first

1 meal period was not waived.

2 58. "An employer shall not require an employee to work during a meal ... period mandated
3 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
4 Commission If an employer fails to provide an employee a meal ... period in accordance with a
5 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
6 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
7 hour of pay at the employee's regular rate of compensation for each workday that the meal ... period
8 is not provided." Lab. Code § 226.7 (b) & (c).

9 59. At all relevant times, Plaintiff and the Class regularly worked more than five hours per
10 day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.
11 At all relevant times herein, Defendants had, and continue to have, a company-wide policy and/or
12 practice of understaffing their locations while simultaneously assigning demanding workloads,
13 which had the combined effect of preventing Plaintiff and class members from taking all timely,
14 uninterrupted meal periods to which they were entitled. Additionally, Defendants had no policy
15 and/or practice of scheduling meal periods for Plaintiff and class members. As a result of Defendants'
16 policies and/or practices, Plaintiff and class members had to work through some or all of their meal
17 periods, have their meal periods interrupted to return to work, and/or wait extended periods of time
18 before taking meal periods. Plaintiff and class members were asked by Defendants to write on their
19 timecards that they took their meal periods, when instead they were actually working through them.

20 60. Defendants did not provide Plaintiff and class members with second 30-minute meal
21 periods on days that they worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour
22 shifts and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a
23 second 30-minute meal period.

24 61. Plaintiff is also informed and believes that Defendants engaged in a systematic,
25 company-wide practice and/or policy of not paying meal period premiums for Plaintiff and class
26 members, regardless of whether they were able to take a compliant meal break, in violation of the
27 applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants
28 failed to provide Plaintiff and class members compliant meal periods in violation of California Labor

1 Code sections 226.7 and 512 and failed to pay the full meal period premiums due.

2 62. As alleged herein, Plaintiff and the Class are not exempt from the meal period
3 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
4 Consequently, Defendants' conduct violates the applicable IWC Wage Order, and California Labor
5 Code §§ 226.7, 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from
6 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
7 day that the meal period was not provided, plus interest thereon and costs of suit in an amount subject
8 to proof at trial.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

11 **IN VIOLATION OF LABOR CODE § 2802**

12 **(AGAINST ALL DEFENDANTS)**

13 63. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
14 though fully set forth herein.

15 64. An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
17 or her obedience to the directions of the employer.

18 65. At all times relevant herein, Class Members have been required by Defendants to
19 purchase tools, and in fact did purchase tools in order to perform their duties.

20 At all times relevant herein, Defendants have had a uniform practice and policy of paying their
21 employees less than twice the minimum wage in contravention of the applicable IWC Wage Orders
22 and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

23 66. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
24 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
25 indemnify the Class for the reasonable expenses they incurred in the course of performing their duties.
26 Specifically, Plaintiff is informed and believes and thereon alleges that at all relevant times,
27 Defendants have not reimbursed Class Members for the purchase of their tools.

28 67. During the interview process with Defendants, Plaintiff was informed that he would

1 have to provide his own tools for the job. Plaintiff was being paid \$25 per hour. Plaintiff reported that
2 he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was
3 required to use his own tools to perform his job duties. RJ Lemke told Plaintiff that he did not qualify
4 for double minimum wage. Plaintiff had spent about \$3,000-\$3,500 on tools he purchased prior to
5 coming to work for Defendants that he used to perform his job duties. Plaintiff also had a toolbox that
6 he spent about \$400 on, which he also owned prior to his employment with the company. The tools
7 that Defendants actually provides to technicians are air hoses, water hoses, jacks, and jack stands.
8 However, the technicians are required to provide and use their own tools to perform their work.

9 68. As a result of the foregoing, all members of the Class are entitled to recover all sums
10 incurred by them for the purchase of the tools that were necessary for the performance of their jobs
11 and which they were required to purchase in an amount according to proof at trial.

12 69. As a result of the foregoing, Class members are further entitled to an award of interest
13 at the same rate as judgments in civil actions, accruing from the date on which they incurred the
14 necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by them
15 for enforcing the rights granted by Labor Code § 2802.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
18 **AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS**
19 **IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198**
20 **(AGAINST ALL DEFENDANTS)**

21 70. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
22 though fully set forth herein.

23 71. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
24 exempt employees with accurate itemized statements showing total hours worked, hourly wages,
25 gross wages, total deductions net wages earned and name of the employer. An employer who violates
26 these Code sections is liable to its employees for the greater of actual damages suffered by the
27 employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and
28 \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

1 72. “Every employer shall keep accurate information with respect to each employee
2 including the following: (1) Full name, home address, occupation and social security number ... (3)
3 Meal periods, split shift intervals and total daily hours worked shall also be recorded.” IWC Wage
4 Order 4-2001, section 7 (A) (1) & (3).

5 73. “Every person employing labor in this state shall: (c) Keep a record showing the names
6 and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in
7 the state or at the plants or establishments at which employees are employed, payroll records showing
8 the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
9 any applicable piece rate paid to, employees employed at the respective plants or establishments.”
10 Lab. Code § 1174 (c) & (d).

11 74. “Any person employing labor who willfully fails to maintain the records required by
12 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
13 Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500).” Cal. Lab. Code §
14 1174.5.

15 75. “A copy of the statement and the record of the deductions shall be kept on file by the
16 employer for at least three years at the place of employment or at a central location within the State
17 of California.” Cal. Lab. Code § 226 (a).

18 76. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
19 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
20 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
21 natural person who is an owner, director, officer, or managing agent of the employer.

22 77. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff
23 and Subclass members with uniform, incomplete, and inaccurate wage statements.

24 78. Because Defendants failed to document and deducted time worked from Plaintiff’s
25 and Subclass members’ wage statements and employment records for meal periods they did not
26 actually receive, Defendants unlawfully deducted wages earned and meal period premiums that
27 should have been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass
28 members containing the correct amount of gross wages earned in violation of Labor Code § 226 (a)

1 (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
2 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
3 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

4 79. To the extent that Defendants paid any meal break premium and/or rest break premium
5 payments, Defendants failed to identify such payments on Plaintiff's and Subclass members' wage
6 statements and employment records, and Defendants otherwise failed to provide information on the
7 wage statements sufficient to identify how many premium payments were paid during each pay
8 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
9 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
10 for any and all premiums owed.

11 80. California Labor Code § 1198 provides that the maximum hours of work and the
12 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
13 applicable IWC Wage Orders. § 1198 further provides that "the employment of any employees for
14 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
15 unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time
16 records showing when the employee begins and ends each work period and meal period. At all
17 relevant times, Defendants failed, on a company-wide basis, to keep records of meal period start and
18 stop times for Plaintiff and Subclass members in violation of section 1198.

19 81. California Labor Code section 1174 (d) provides that "every person employing labor
20 in this state shall ... keep a record showing the names and addresses of all employees employed and
21 the ages of all minors" and "keep, at a central location in the state or at the plants or establishments
22 at which employees are employed, payroll records showing the hours worked daily by and the wages
23 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
24 employed at the respective plants or establishments..." At all relevant times, and in violation of
25 Labor Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff
26 and Subclass members showing the daily hours they worked and the wages paid thereto as a result
27 of failing to record the off-the-clock hours that they worked.

28 82. Plaintiff and Subclass members are entitled to recover from Defendants the greater of

1 their actual damages caused by Defendants' failure to comply with California Labor Code § 226 (a),
2 or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
3 attorneys' fees and costs.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO TIMELY PAY WAGES**

6 **IN VIOLATION OF LABOR CODE § 204**

7 83. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
8 though fully set forth herein.

9 84. "All wages ... earned by any person in any employment are due and payable twice
10 during each calendar month, on days designated in advance by the employer as the regular paydays
11 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
12 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
13 the close of the payroll period." Labor Code § 204.

14 85. "In addition to, and entirely independent and apart from, any other penalty provided
15 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
16 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
17 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
18 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
19 amount unlawfully withheld." Labor Code § 210.

20 86. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
21 and the Class by the seventh calendar day following the close of the payroll period. Indeed, as
22 discussed above, Plaintiff and the Class are owed wages for unpaid minimum wage, unpaid overtime,
23 meal periods, rest periods and unreimbursed business expenses. At no time during their employment
24 were these outstanding sums ever paid to them. Instead, these outstanding sums continued to
25 accumulate every pay period. Therefore, Plaintiff and the Class were not paid all wages earned by the
26 seventh calendar day following the close of their pay periods.

27 87. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
28 and the Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

1 **SEVENTH CAUSE OF ACTION**

2 **WILLFUL FAILURE TO PAY WAGES**

3 **IN VIOLATION OF LABOR CODE §§ 201-203**

4 88. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
5 though fully set forth herein.

6 89. “If an employer discharges an employee, the wages earned and unpaid at the time of
7 discharge are due and payable immediately.” Labor Code § 201.

8 90. “If an employee not having a written contract for a definite period quits his or her
9 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
10 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
11 employee is entitled to his or her wages at the time of quitting.” Labor Code § 202.

12 91. “If an employer willfully fails to pay any wages of an employee who is discharged or
13 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
14 rate until paid or until an action therefor is commenced.” Labor Code § 203.

15 92. Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-
16 203.

17 93. At no time since Plaintiff's or the Class's separation of employment did Defendants
18 pay them wait-time penalties as required by Labor Code § 203.

19 94. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's and
20 the Class's wages upon their separation of employment, Plaintiff and the Class incurred wait-time
21 penalties in an amount equal to their daily rate of pay over the period that the wages were not paid in
22 an amount subject to proof at trial.

23 **EIGHTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION IN VIOLATION OF**

25 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

26 **(AGAINST ALL DEFENDANTS)**

27 95. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
28 though fully set forth herein.

1 96. Defendants are a "person" as defined by California Business & Professions Code
2 sections 17201.

3 97. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
4 and harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the
5 Class have suffered injury in fact and have lost money as a result of Defendants' unlawful business
6 practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within
7 the meaning of Code of Civil Procedure section 1021.5.

8 98. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
9 predicated on the violation of any state or federal law.

10 99. The employment practices engaged in by Defendant as plead herein, including
11 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair
12 business practices in violation of Business & Professions Code §§17200, *et seq.*

13 100. As a result of Defendants' unfair business practices, Defendants have reaped unfair
14 benefits and illegal profits at the expense of Plaintiff, the Class and members of the public.

15 101. Pursuant to California Business & Professions Code §§ 17200, *et seq.* Plaintiff and the
16 Class are entitled to restitution of the wages withheld and retained by Defendants during a period that
17 commences four years prior to the filing of this Complaint; a permanent injunction requiring
18 Defendants to pay all outstanding wages due to Plaintiff, the Class and aggrieved employees; and an
19 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
20 applicable laws; and an award of costs.

21 **NINTH CAUSE OF ACTION**
22 **CIVIL PENALTIES IN VIOLATION OF**
23 **LABOR CODE § 2699, ET SEQ.**
24 **(AGAINST ALL DEFENDANTS)**

25 102. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
26 though fully set forth herein.

27 103. Under Labor Code § 2698, *et seq.*, Plaintiff, as a aggrieved employee, may bring an
28 action against defendants, on behalf of himself and other current or former employees, seeking civil

1 penalties for defendants' violations of the California Labor Code.

2 104. Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, et seq.
3 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

4 105. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
5 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
6 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
7 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in
8 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
9 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in
10 violation of §§ 226.7, 512 (a), and 1198, failure to timely pay wages in violation of Labor Code § 204
11 and willful failure to pay wages in violation of Labor Code § 201-203.

12 106. On November 2, 2022, Plaintiff provided written notice by online filing with the Labor
13 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
14 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violation, as required by Labor Code § 2699.3(a)(1)(A).

16 107. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
17 Workforce Development Agency of its intent to pursue an action against Defendants.

18 108. As a direct and proximate result of Defendants' California Labor Code violations as
19 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
20 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
21 subsequent violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly
22 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
23 expressly provide for a penalty.

24 109. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
25 recovered civil penalties.

26 **TENTH CAUSE OF ACTION**

27 **FAILURE TO PAY SICK TIME IN VIOLATION**

28 **OF LABOR CODE §§ 246, 558, 1194.2, 1197.1, 1198, AND 1199**

1 (AGAINST ALL DEFENDANTS)

2 110. Plaintiff incorporates, by reference all allegations in the foregoing paragraphs as
3 though fully set forth herein.

4 111. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
5 1198, and 1199, which provide that non-exempt employees are entitled to their sick time paid at the
6 regular rate of pay.

7 112. At all relevant times, Defendants were required to pay Plaintiff and class members for
8 all accrued sick leave taken, pursuant to Labor Code § 246.

9 113. Defendants failed to conform their pay practices to the requirements of the law. This
10 unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy and practice
11 of failing to include all forms of compensation, including but not limited to shift differentials,
12 discretionary bonuses, and other forms of remuneration into the calculation of the regular rate of pay,
13 which resulted in Plaintiff and class members not being paid all sick time wages owed.

14 114. The foregoing policies and practices are unlawful and create entitlement to recovery
15 by Plaintiff and class members in a civil action for the unpaid amount of sick time wages, including
16 interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246,
17 558, 1194.2, 1197.1, 1198, applicable Wage Orders, and Code of Civil Procedure § 1021.5.

18 **ELEVENTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **LABOR CODE §§ 226.7 and 1198**

21 **(AGAINST ALL DEFENDANTS)**

22 115. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
23 though fully set forth herein.

24 116. At all times relevant herein, Labor Code §§ 226.7, 1198 and applicable IWC Wage
25 Orders were applicable to Plaintiff's employment with Defendants.

26 117. At all relevant times, Labor Code §§ 226.7, 1198 and the applicable IWC Wage Order
27 provided that employees must be given 10-minute net rest periods for every 4 hours of work, to be
28 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be

1 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
2 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
3 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
4 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1-2001 to 16-
5 2001, §§11-12 (A); 8 Cal Code Regs §§11010-11160.

6 118. To comply with its obligation to provide rest periods under California Labor Code
7 section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over
8 how employees spend their break time, and relieve their employees of all duties — including the
9 obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus*
10 *v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-70 (2016).

11 119. “An employer shall not require an employee to work during a rest ... period mandated
12 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
13 Commission If an employer fails to provide an employee a rest ... period in accordance with a
14 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
15 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
16 hour of pay at the employee’s regular rate of compensation for each workday that the rest ... period
17 is not provided.” Lab. Code § 226.7 (b)-(c).

18 120. Defendants’ company-wide policy and practice of understaffing while simultaneously
19 assigning demanding workloads which prevented employees from being relieved of all duty in order
20 to take compliant rest periods.

21 121. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
22 employees missed their rest breaks, would be required to take them late, or would have their rest
23 breaks interrupted. Employees were prevented from being relieved of all duty in order to take
24 compliant rest periods and instead would be required to continue working.

25 122. Plaintiff and class members worked shifts in excess of 3 ½ hours, in excess of 6 hours,
26 and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
27 were entitled.

28 123. Defendants have also engaged in a systematic, company-wide practice and/or policy

1 of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus,
2 Defendants denied Plaintiff and the class rest periods and failed to pay them rest period premium
3 wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

4 124. As alleged herein, Plaintiff and the class are not exempt from the rest period
5 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
6 Consequently, Plaintiff and the class are owed one hour of pay at their regularly hourly rate then in
7 effect for each day that they were denied such a rest period pursuant to Labor Code §§ 226.7, plus
8 interest thereon and costs of suit in an amount subject to proof at trial.

9 **PRAYER FOR RELIEF**

10 Plaintiff and the Class pray for relief and judgment against Defendants as follows:

11 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
12 of \$25,000, exclusive of interest and costs.

13 **Class Certification**

- 14 2. That this case be certified as a class action;
15 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
16 4. That counsel for Plaintiff be appointed as class counsel.

17 **As to the First Cause of Action**

18 **(Unpaid Minimum Wages)**

19 5. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
20 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully
21 failing to pay minimum wages to Plaintiff and class members;

22 6. For payment of unpaid wages in an amount subject to proof;

23 7. For liquidated damages pursuant to Labor Code § 1194.2 in an amount subject to proof,
24 plus interest;

25 8. For prejudgment interest at the legal rate from the date the obligation became due
26 through the date of judgment in this matter;

27 9. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
28 enforcement of the rights granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant

1 to Labor Code § 1194 (a); and

2 10. For such other relief that the Court deems just and appropriate.

3 **As to the Second Cause of Action**

4 **(Unpaid Overtime)**

5 11. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
6 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
7 overtime wages to Plaintiff and class members;

8 12. For payment of unpaid overtime wages in an amount subject to proof;

9 13. For prejudgment interest at the legal rate from the date the obligation became due
10 through the date of judgment in this matter;

11 14. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
12 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194
13 (a); and

14 15. For such other relief that the Court deems just and appropriate.

15 **As to the Third Cause of Action**

16 **(Failure to Provide Meal Periods)**

17 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
18 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
19 failing to provide all meal periods to Plaintiff and class members;

20 17. That the Court make an award to the Plaintiff and class members of one hour of pay
21 at each employee's regular rate of pay for each workday that a meal period was not provided;

22 18. For all actual, consequential, and incidental losses and damages, according to proof;

23 19. For premiums pursuant to California Labor Code section 226.7 (b);

24 20. For pre-judgment interest on any unpaid meal period premiums from the date such
25 amounts were due, or as otherwise provided by law;

26 21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
27 as otherwise provided by law; and

28 22. For such other relief that the Court deems just and appropriate.

1 **As to the Fourth Cause of Action**

2 **(Unreimbursed Business Expenses)**

3 23. That the Court adjudge, declare and decree that Defendants violated Labor Code §
4 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

5 24. For unreimbursed business expenses and for all actual, consequential, and incidental
6 losses and damages, according to proof;

7 25. For interest at the same rate as judgments in civil actions, accruing from the date on
8 which Plaintiff and the Class incurred the necessary expenditures or losses pursuant to Labor Code §
9 2802;

10 26. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
11 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

12 27. For such other relief that the Court deems just and appropriate.

13 **As to the Fifth Cause of Action**

14 **(Noncompliant Wage Statements and Payroll Records)**

15 28. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
16 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnish
17 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
18 accurate payroll records;

19 29. For consequential and incidental losses and damages according to proof;

20 30. For injunctive relief pursuant to Labor Code § 226 (h);

21 31. For statutory penalties pursuant to Labor Code § 226 (e);

22 32. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
23 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

24 33. For such other relief that the Court deems just and appropriate.

25 **As to the Sixth Cause of Action**

26 **(Failure to Timely Pay Wages)**

27 34. That the Court declare, adjudge, and decree that Defendants violated California Labor
28 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay

1 wages to Plaintiff and class members;

2 35. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
3 withheld from Plaintiff and class members;

4 36. For all actual, consequential, and incidental losses and damages, according to proof;

5 37. For pre-judgment interest on any unpaid wages from the date such amounts were due,
6 or as otherwise provided by law;

7 38. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
8 as otherwise provided by law; and

9 39. For such other relief that the Court deems just and appropriate.

10 **As to the Seventh Cause of Action**

11 **(Willful Failure to Pay Wages)**

12 40. That the Court declare, adjudge, and decree that Defendants violated California Labor
13 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
14 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members
15 either upon discharge or within 72 hours of their resignation;

16 41. For wait time penalties pursuant to Labor Code § 203;

17 42. For all actual, consequential, and incidental losses and damages, according to proof;

18 43. For pre-judgment interest on any unpaid wages from the date such amounts were due,
19 or as otherwise provided by law;

20 44. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
21 as otherwise provided by law; and

22 45. For such other relief that the Court deems just and appropriate.

23 **As to the Eighth Cause of Action**

24 **(Unfair Competition)**

25 46. That the employment practices engaged in by Defendants as plead herein, including
26 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
27 practices in violation of Business & Professions Code §§ 17200, et seq.;

28 47. For restitution of unpaid wages to Plaintiff and all class members and prejudgment

1 interest from the day such amounts were due and payable;

2 48. For the appointment of a receiver to receive, manage and distribute any and all funds
3 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
4 of violations of California Business & Professions Code sections 17200, et seq.;

5 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
6 Code of Civil Procedure § 1021.5; and

7 50. For such other and further relief as the Court deems just and appropriate.

8 **As to the Ninth Cause of Action**

9 **(Civil Penalties under the PAGA)**

10 51. That the Court declare, adjudge, and decree that Defendants violated all California
11 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
12 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

13 52. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
14 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
15 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

16 53. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
17 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
18 plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197,
19 1197.1, 1198 and 2802;

20 54. For pre-judgment and post-judgment interest as provided by law; and

21 55. For such other and further relief as the Court deems just and appropriate.

22 **As to the Tenth Cause of Action**

23 **(Failure to Pay Sick Time)**

24 56. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
25 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully failing
26 to pay sick time to Plaintiff and class members;

27 57. For payment of unpaid sick time in an amount subject to proof;

28 58. For liquidated damages pursuant to Labor Code § 1194.2 in an amount subject to

1 proof, plus interest;

2 59. For prejudgment interest at the legal rate from the date the obligation became due
3 through the date of judgment in this matter;

4 60. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
5 enforcement of the rights granted by Labor Code §§ 246, 558, 1194.2, 1197.1, and 1198 pursuant to
6 Labor Code 1194(a); and

7 51. For such other relief that the Court deems just and appropriate.

8 **As to the Eleventh Cause of Action**

9 **(Failure to Provide Rest Periods)**

10 52. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to
12 provide all rest periods to Plaintiff and the class;

13 53. That the Court make an award to Plaintiff and the class of one hour of pay at their
14 regular rate of pay for each workday that a rest period was not provided;

15 54. For all actual, consequential, and incidental losses and damages, according to proof;

16 55. For premiums pursuant to California Labor Code section 226.7 (b);

17 56. For pre-judgment interest on any unpaid rest period premiums from the date such
18 amounts were due, or as otherwise provided by law;

19 57. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
20 as otherwise provided by law; and

21 58. For such other relief that the Court deems just and appropriate.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff and the Class hereby demand a trial by jury on all issues.

24
25 **PIMENTEL LAW, P.C.**

26
27 Dated: April 8, 2024

28 By: 
Gabriel F. Pimentel, Esq.
Jenna M. Koleson, Esq.
Attorney for the Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Ave., Suite 210, Pasadena, CA 91103.

On April 8, 2024, I served the foregoing document described as **JOINT STIPULATION REGARDING THE FILING OF A SECOND AMENDED COMPLAINT; [PROPOSED] ORDER** on the interested parties in this action as follows:

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically to from my email address, VAB@PimentelLaw.com on the persons identified below at the following electronic service address:
ddewit@porterscott.com; dnorton@porterscott.com; jscarlett@porterscott.com;
blondon@porterscott.com;

Porter Scott
Dylan T. de Wit, Esq.
350 University Avenue, Suite 200
Sacramento, CA 95825

*Counsel for Defendants Progressive
Housing, Inc., Cathy Lemke, and Fred
Lemke*

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

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

Viktoria A. Baklan

Viktoria Baklan

Executed on April 8, 2024 at Pasadena, California.

Exhibit 1.115

JOINT STIPULATION REGARDING THE FILING OF A SECOND AMENDED COMPLAINT

EXHIBIT 2

August 25, 2022

Via Certified Mail

Progressive Housing, Inc.
1199 El Camino Ave.
Sacramento, CA 95815

Re: PAGA Notice

Progressive Housing, Inc.:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc. (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process at Progressive Housing, Inc., Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Progressive Housing, Inc. that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company.

The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Progressive Housing, Inc. employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal

Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that “the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent’s failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided." Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum

wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

Regards,

A handwritten signature in black ink, appearing to read "Kelly M. Hatfield".

Kelly M. Hatfield, Esq.

August 25, 2022

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc. (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process at Progressive Housing, Inc., Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Progressive Housing, Inc. that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company.

The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Progressive Housing, Inc. employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building

location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–

2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent's failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided." Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California

Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number

of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop

times for employees in violation of Labor Code § 1198.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

Regards,

A handwritten signature in black ink, appearing to read 'Kelly M. Hatfield', with a stylized flourish at the end.

Kelly M. Hatfield, Esq.

November 2, 2022

Via Certified Mail

Progressive Housing, Inc.
1199 El Camino Ave.
Sacramento, CA 95815

Re: Amended PAGA Notice

Progressive Housing, Inc.:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc., Cathy A. Lemke, and Fred A. Lemke (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process with Respondent, Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Respondent that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company.

The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Respondent employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under

conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that “the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent’s failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided." Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their

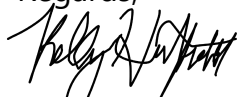
employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

Regards,

A handwritten signature in black ink, appearing to read 'Kelly M. Hatfield', written over a horizontal line.

Kelly M. Hatfield, Esq.

November 2, 2022

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Amended PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc., Cathy A. Lemke, and Fred A. Lemke (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process with Respondent, Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Respondent that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company.

The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Respondent employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal

Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that “the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent’s failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided." Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum

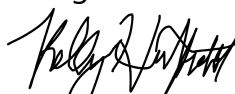
wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

Regards,



Kelly M. Hatfield, Esq.

July 12, 2024

Via Email

Progressive Housing, Inc.
Fred A. Lemke
Cathy A. Lemke
1199 El Camino Ave.
Sacramento, CA 95815

Re: Amended PAGA Notice

Progressive Housing, Inc.; Mr. Lemke; & Ms. Lemke:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc., Cathy A. Lemke, and Fred A. Lemke (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process with Respondent, Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Respondent that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company. The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Respondent employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through

them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent's failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not

employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

“An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Provide Uninterrupted Rest Periods

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for

shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010-11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Respondents' company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Respondents have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Respondents denied employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece

rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees'

wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Failure to Pay Sick Time Wages

This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199, which provide that non-exempt employees are entitled to their sick time paid at the regular rate of pay. At all relevant times, Defendants were required to pay Plaintiff and class members for all accrued sick leave taken, pursuant to Labor Code § 246.

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy and practice of failing to include all forms of compensation, including but not limited to shift differentials, discretionary bonuses, and other forms of remuneration into the calculation of the regular rate of pay, which resulted in Plaintiff and class members not being paid all sick time wages owed.

The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and class members in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders, and Code of Civil Procedure § 1021.5.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

Regards,


Jenna M. Koleson, Esq.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Ave., Suite 210, Pasadena, CA 91103.

On July 18, 2024, I served the foregoing document described as **SECOND AMENDED PAGA NOTICE** on the interested parties in this action as follows:

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically to from my email address, VAB@PimentelLaw.com on the persons identified below at the following electronic service address:
dhaynes@porterscott.com; lorozco@porterscott.com; jscarlett@porterscott.com;
dnorton@porterscott.com; ddewit@porterscott.com;

Porter Scott
David Norton, Esq.
350 University Avenue, Suite 200
Sacramento, CA 95825

*Counsel for Defendants Progressive
Housing, Inc., Cathy Lemke, and Fred
Lemke*

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

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

Viktoria Baklan

Viktoria Baklan

Executed on July 18, 2024 at Pasadena, California.

July 12, 2024

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Amended PAGA Notice

PAGA Administrator:

Please allow this letter to serve as the second amended notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc., Cathy A. Lemke, and Fred A. Lemke (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process with Respondent, Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Respondent that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company. The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Respondent employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to

take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent's failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours

worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

“An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Provide Uninterrupted Rest Periods

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC

Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010–11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Respondents' company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Respondents have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Respondents denied employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Reimburse for Business Expenditures

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

“An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net

wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have

been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Failure to Pay Sick Time Wages

This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199, which provide that non-exempt employees are entitled to their sick time paid at the regular rate of pay. At all relevant times, Defendants were required to pay Plaintiff and class members for all accrued sick leave taken, pursuant to Labor Code § 246.

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy and practice of failing to include all forms of compensation, including but not limited to shift differentials, discretionary bonuses, and other forms of remuneration into the calculation of the regular rate of pay, which resulted in Plaintiff and class members not being paid all sick time wages owed.

The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and class members in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders, and Code of Civil Procedure § 1021.5.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter,

unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

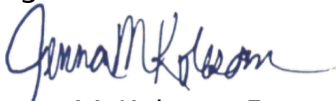
As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

Regards,

A handwritten signature in blue ink, appearing to read "Jenna M. Koleson".

Jenna M. Koleson, Esq.

October 1, 2024

Via Certified Mail: 7020 1810 0001 7078 1807

Progressive Housing, Inc.
Fred A. Lemke
Cathy A. Lemke
1199 El Camino Ave.
Sacramento, CA 95815

Re: Amended PAGA Notice

Progressive Housing, Inc.; Mr. Lemke; & Ms. Lemke:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc., Cathy A. Lemke, and Fred A. Lemke (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process with Respondent, Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Respondent that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company. The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Respondent employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through

them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent's failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not

employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

“An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Provide Uninterrupted Rest Periods

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for

shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010-11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Respondents' company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Respondents have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Respondents denied employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece

rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees'

wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Failure to Pay Sick Time Wages

This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199, which provide that non-exempt employees are entitled to their sick time paid at the regular rate of pay. At all relevant times, Defendants were required to pay Plaintiff and class members for all accrued sick leave taken, pursuant to Labor Code § 246.

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy and practice of failing to include all forms of compensation, including but not limited to shift differentials, discretionary bonuses, and other forms of remuneration into the calculation of the regular rate of pay, which resulted in Plaintiff and class members not being paid all sick time wages owed.

The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and class members in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders, and Code of Civil Procedure § 1021.5.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

ALL AMENDMENTS AND ADDITIONAL CAUSES OF ACTION DATE BACK TO THE ORIGINAL NOTICE FILED WITH THE LWDA ON AUGUST 25, 2022.

Regards,



Jenna M. Koleson, Esq.

October 1, 2024

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Amended PAGA Notice

PAGA Administrator:

Please allow this letter to serve as the second amended notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Progressive Housing, Inc., Cathy A. Lemke, and Fred A. Lemke (Respondent) against Jerime Saunders and its other current and former employees. The facts and theories that support this claim are as follows:

Mr. Saunders worked as a Pre-Delivery Technician for Respondent from January 3, 2022 to August 11, 2022. Mr. Saunders's job duties included pre-delivery inspections on new and used RVs before clients took possession. Mr. Saunders worked Monday through Friday, from 8 a.m. to 4:30 p.m. and was paid \$25 per hour.

During the interview process with Respondent, Mr. Saunders was informed that he would have to provide his own tools for the job. Mr. Saunders reported that he was not being paid double minimum wage to his supervisor, RJ Lemke, even though he was required to use his own tools to perform his job duties. Mr. Lemke told Mr. Saunders that he did not qualify for double minimum wage. Mr. Saunders had spent about \$3,000-\$3,500 on tools he purchased prior to coming to work for Respondent that he used to perform his job duties. Mr. Saunders also had a toolbox that he spent about \$400 on, which he also owned prior to his employment with the company. The tools that the company does provide to technicians are air hoses, water hoses, jacks, and jack stands. However, the technicians are required to provide and use their own tools to perform their work. There was no shop box at the location where Mr. Saunders worked.

There are three different locations where the company operates, and Mr. Saunders works at the 1925 El Camino Ave., Sacramento, CA 95815 location. Respondent employs over 26 people, and approximately 6 technicians worked in Mr. Saunders's building location.

Mr. Saunders and his co-workers were required to clock in and out for lunch breaks. On several occasions, Mr. Saunders' co-workers were asked by the company to write on their timecards that they took their lunch breaks, when instead they were actually working through them. On one occasion, Mr. Saunders was asked to write in a lunch break that he was unable to

take because he was too busy with work at the time.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondent's company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondent did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondent had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondent did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondent did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondent regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondent's failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondent had, and continues to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing its facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondent, on a company-wide basis, failed to schedule meal periods even though it is aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimants contend that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondent had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondent knew or should have known that, as a result of its policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent's failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours

worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

“An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondent's employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondent had, and continue to have, a company-wide policy and/or practice of understaffing its locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondent had no policy and/or practice of scheduling meal periods for employees. As a result of Respondent's policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondent did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondent engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondent failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Provide Uninterrupted Rest Periods

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC

Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010–11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Respondents' company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Respondents have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Respondents denied employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Reimburse for Business Expenditures

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Lab. Code § 2802

All technicians and mechanics employed by Respondent are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work locations. Most locations either have no toolbox at all, or if there is one, is not stocked with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondent has not reimbursed. Respondent's practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

“An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net

wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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" Lab. Code § 226 (a).

"Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

"Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Lab. Code § 1174 (c) & (d).

"Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500)." Cal. Lab. Code § 1174.5.

"A copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California." Cal. Lab. Code § 226 (a).

Claimant is informed and believes that Respondent fail to keep accurate information with respect to each employee including the full name, home address, occupation and social security number, meal periods, split shift intervals and total daily hours worked, the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

As detailed above, Respondent failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondent failed to document wages earned and meal period premiums that should have

been paid. Thus, Respondent did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondent paid any meal break premium and/or rest break premium payments, it failed to identify such payments on employees' wage statements and employment records, and it otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondent failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Failure to Pay Sick Time Wages

This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199, which provide that non-exempt employees are entitled to their sick time paid at the regular rate of pay. At all relevant times, Defendants were required to pay Plaintiff and class members for all accrued sick leave taken, pursuant to Labor Code § 246.

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy and practice of failing to include all forms of compensation, including but not limited to shift differentials, discretionary bonuses, and other forms of remuneration into the calculation of the regular rate of pay, which resulted in Plaintiff and class members not being paid all sick time wages owed.

The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and class members in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, applicable Wage Orders, and Code of Civil Procedure § 1021.5.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter,

unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondent knew or should have known that it owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continues to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"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 ... 204 ... shall be subject to a penalty as follows: (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." Lab. Code § 210.

As discussed above, Respondent's employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondent's employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” Lab. Code § 2699. Mr. Saunders is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Saunders seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondent committed against them.

ALL AMENDMENTS AND ADDITIONAL CAUSES OF ACTION DATE BACK TO THE ORIGINAL NOTICE FILED WITH THE LWDA ON AUGUST 25, 2022.

Regards,

Jenna M. Koleson, Esq.

EXHIBIT 3

P O R T E R | S C O T T

A PROFESSIONAL CORPORATION

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Dylan T. De Wit, SBN 327363

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Attorneys for Plaintiff

JERIME SAUNDERS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

JERIME SAUNDERS, an individual, on
behalf of all others similarly situated,

Plaintiff,

v.

PROGRESSIVE HOUSING, INC., a
California corporation, CATHY LEMKE, an
individual, FRED LEMKE, an individual, and
DOES 1 through 20 inclusive,

Defendants.

CASE NO.: 34-2022-00331427

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Complaint filed: 12/13/2022

First Amended Complaint filed: 01/09/2023

This Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement”
or “Agreement” or “Settlement Agreement”) is made by and between Plaintiff JERIME
SAUNDERS (“Plaintiff”) individually and on behalf of the Settlement Class, on the one hand; and

Exhibit 3.1

Defendants PROGRESSIVE HOUSING, INC., CATHY LEMKE and FRED LEMKE (collectively “Defendants”), on the other hand, in the lawsuit entitled *Jerime Saunders v. Progressive Housing, Inc., et al.*, filed in Sacramento County Superior Court, Case No. 34-2022-00331427 (the “Action”). Plaintiff and Defendants shall be, at times, collectively referred to as “the Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Action” means *Jerime Saunders v. Progressive Housing, Inc., et al.*, filed in Sacramento County Superior Court, Case No. 34-2022-00331427.

B. “Aggrieved Employees” means Class Members working for Defendants during the PAGA Period as non-exempt, hourly-paid employees in California. Defendants calculated 359 Aggrieved Employees worked 7,661 PAGA Pay Periods from December 13, 2018, to November 6, 2024 (120 days from the date of Mediation).

C. “Class Counsel” means Gabriel J. Pimentel and Jenna Koleson of Pimentel Law, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “Class Period” means December 13, 2018, through the Approval Date or 120 days from the date of mediation, whichever occurs first.

E. “Class Notice” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

F. “Court” means the Superior Court of the State of California for the County of Sacramento.

G. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

H. “Defendants” means, collectively, Progressive Housing, Inc., Cathy Lemke, and Fred Lemke.

Exhibit 3.2

1 **I. “Defendants’ Counsel”** means Dylan T. De Wit and David R. Norton of Porter
2 Scott, a Professional Corporation.

3 **J. “Employer Taxes”** means employer-funded taxes and contributions imposed on
4 the wage portions of the Individual Settlement Payments under the Federal Insurance
5 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
6 and contributions required of employers, such as for unemployment insurance.

7 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
8 addition to Plaintiff’s limited release of claims as a Participating Class Member.

9 **L. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Four
10 Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), which shall be paid by
11 Defendants, from which all payments for the Individual Settlement Payments to Participating Class
12 Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs
13 and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA
14 Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which
15 shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount.

16 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
17 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
18 Settlement Share if he or she is also a Participating Class Member.

19 **N. “Individual Settlement Payment”** means a payment to a Participating Class
20 Member of his or her net share of the Net Settlement Amount.

21 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
22 Amount that a Participating Class Member is projected to receive based on the number of
23 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
24 shall be reflected in his or her Class Notice.

25 **P. “LWDA Payment”** means the payment to the State of California Labor and
26 Workforce Development Agency (“LWDA”) for its sixty-five percent (65%) share of the total
27 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
28 Settlement Amount. The Parties have agreed that Twenty-Five Thousand Dollars and Zero Cents

Exhibit 3.3

1 (\$25,000) shall be allocated toward PAGA penalties, of which Sixteen Thousand Two Hundred
2 Fifty Dollars and Zero Cents (\$16,250.00) will be paid to the LWDA (*i.e.*, the LWDA Payment)
3 and Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00) will be paid to
4 Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendants as a
5 non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

6 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount that
7 is available for distribution to the Participating Class Members after deductions for the Court-
8 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
9 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
10 Payment, and the PAGA Payment.

11 **R. “Operative Complaint” or “Complaint”** means the Second Amended Complaint
12 that was filed with the Court on August 23, 2024.

13 **S. “PAGA Payment”** is the 35% portion of the Thirty-Five Thousand Dollars and
14 Zero Cents that is allocated toward PAGA penalties (Eight Thousand Seven Hundred Fifty Dollars
15 and Zero Cents (\$8,750.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based
16 on the Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA
17 Period, which would be in addition to their Individual Settlement Payment if they are Participating
18 Class Members, as well.

19 **T. “PAGA Period”** means the period between August 25, 2021, and the Approval
20 Date by the Court or 120 days from the date of mediation, whichever occurs first.

21 **U. “Participating Class Members”** means all Settlement Class Members who do not
22 submit a timely and valid Request for Exclusion.

23 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
24 Settlement Amount that a Participating Class Member is eligible to receive based on the number
25 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
26 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
27 may be entitled if he or she is also an Aggrieved Employee.
28

Exhibit 3.4

1 **W. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
2 Jerime Saunders.

3 **X. “Preliminary Approval Date”** means the date on which the Court enters an Order
4 granting preliminary approval of the Settlement.

5 **Y. “Released Parties”** shall mean Defendants and each of their past, present, and
6 future respective subsidiaries, DBAs, affiliates, parents, insurers and reinsurers, and company-
7 sponsored employee benefit plans of any nature and their successors and predecessors in interest,
8 including all of their officers, directors, shareholders, employees, agents, principals, heirs,
9 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees,
10 insurers, including but not limited to American Guarantee and Liability Insurance Company, and
11 agents.

12 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
13 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
14 which is thirty (30) calendar days from the date that the Class Notice is first mailed in English and
15 Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an
16 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-
17 five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark
18 a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
19 exclusive means for determining whether a Request for Exclusion, Objection, or Workweek
20 Dispute was submitted by the Response Deadline.

21 **AA. “Request for Exclusion”** means a written request to be excluded from the
22 Settlement Class pursuant to Paragraph 9(C) below.

23 **BB. “Service Award”** means monetary amount to be paid to Plaintiff of up to Ten
24 Thousand Dollars and Zero Cents (\$10,000.00), which subject to Court approval, will be paid out
25 of the Gross Settlement Amount. The Parties agree that the Service Award is due only upon
26 Plaintiff’s execution of a general release and waiver pursuant to Code of Civil Procedure section
27 1542.
28

Exhibit 3.5

1 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
2 Administrator in administration of the Settlement, including, but not limited to, translating the
3 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English and
4 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
5 PAGA Payments, and Participating Individual Settlement Shares, as well as associated taxes and
6 withholdings, providing declarations, generating Individual Settlement Payment checks and
7 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
8 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
9 of litigation costs and expenses, to Plaintiff for their Service Award, and to the LWDA for the
10 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
11 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
12 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
13 \$7,500.00. If the actual amount of the Settlement Administration Costs is less than \$7,500.00, the
14 difference between \$7,500.00 and the actual Settlement Administration Costs shall be a part of the
15 Net Settlement Amount. If the Settlement Administration Costs exceed \$7,500.00 then such excess
16 will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for
17 paying any additional funds in order to pay these additional costs.

18 **DD. “Settlement Administrator”** means “ILYM Group, Inc.”, the Third-Party
19 Administrator mutually agreed upon by the Parties that will be responsible for the administration
20 of the Settlement including, without limitation, translating the Class Notice in Spanish, the
21 distribution of the Individual Settlement Payments to be made by Defendants from the Gross
22 Settlement Amount and related matters under this Agreement.

23 **EE. “Settlement Class” or “Settlement Class Members”** means all current and former
24 non-exempt, hourly-paid employees who worked in California for Defendants at any time during
25 the Class Period. Defendants calculated 463 Settlement Class Members that worked 24,176
26 workweeks during the Class Period (December 13, 2018, to November 6 2024 (120 days from the
27 date of Mediation)).
28

Exhibit 3.6

1 **FF.** “**Workweeks**” means the number of weeks that a Settlement Class Member was
2 employed by and worked for the Defendants in a non-exempt, hourly position during the Class
3 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
4 applicable).

5 **2. BACKGROUND**

6 **A.** On August 25, 2022, Plaintiff filed with the LWDA and served on Defendants a
7 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA
8 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations
9 (“PAGA Notice”).

10 **B.** On December 13, 2022, Plaintiff filed a putative wage-and-hour class action
11 alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to
12 pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
13 compensation in lieu thereof; (5) failed to all wages due upon separation from employment; (6)
14 failed to issue accurate and compliant wage statements; (7) failed to reimburse employees for
15 business expenses; and (8) engaged in unfair competition.

16 **C.** On January 9, 2023, Plaintiff filed a First Amended Complaint, in which he added
17 a cause of action for civil penalties under PAGA. On July 3, 2024, Plaintiff filed the operative
18 Second Amended Complaint seeking class action damages and civil penalties based on the
19 following claims: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to
20 provide meal periods or compensation in lieu thereof; (5) failed to all wages due upon separation
21 from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to
22 reimburse employees for business expenses; (8) engaged in unfair competition; (9) failed to
23 provide rest periods or compensation in lieu thereof; and (10) failed to pay paid sick leave in
24 accordance with California law.

25 **D.** Plaintiff filed an amended PAGA Notice with the LWDA on October 1, 2024
26 seeking penalties based on additional claims reaching back to Plaintiff’s original PAGA Notice
27 (“Amended PAGA Notice”).
28

1 **E.** The Parties agreed to attend mediation in hopes of resolving the Action. Prior to
2 mediation, the Parties engaged in significant written discovery and document production.

3 **F.** On May 10, 2024, the Parties participated in a mediation before Joann F. Rezzo,
4 Esquire, a well-regarded mediator experienced in mediating complex labor and employment
5 matters. On July 9, 2024, the Parties participated in a second mediation session with Joann F.
6 Rezzo. With the aid of the mediator's involvement and evaluation, the Parties reached the
7 Settlement to resolve the Action.

8 **G.** Class Counsel has conducted significant investigation of the law and facts relating
9 to the claims asserted in the Action, the PAGA Notice and the Amended PAGA Notice, and have
10 concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best
11 interests of the Settlement Class, taking into account the sharply contested issues involved, the
12 expense and time necessary to litigate the Action through trial and any appeals, the risks and costs
13 of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex
14 litigation, the information learned through informal discovery regarding Plaintiff's allegations, and
15 the substantial benefits to be received by Settlement Class Members.

16 **H.** Defendants have concluded that, because of the substantial expense of defending
17 against the Action, the length of time necessary to resolve the issues presented herein, the
18 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
19 interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims
20 asserted against it in the Action, the PAGA Notice, and the Amended PAGA Notice. However,
21 Defendants nevertheless desire to settle the Action for the purpose of avoiding the burden, expense
22 and uncertainty of continuing litigation and for the purpose of putting to rest the controversies
23 engendered by the Action.

24 **I.** This Agreement is intended to and does effectuate the full, final, and complete
25 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
26 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
27 and Aggrieved Employees.

28 **3. JURISDICTION**

Exhibit 3.8

1 The Court has jurisdiction over the Parties and the subject matter of the Action. The Action
2 includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable
3 statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the
4 Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to
5 California Rule of Court, rule 3.769, subdivision (h).

6 **4. STIPULATION OF CLASS CERTIFICATION**

7 The Parties stipulate to the certification of the Settlement Class under this Agreement for
8 purposes of settlement only.

9 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

10 After full execution of this Agreement, Plaintiff will move for an order granting
11 preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice
12 of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
13 certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed
14 by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections.
15 When the Court preliminarily approves the Settlement, and after administration of the Class Notice
16 in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an
17 order finally approving the Settlement and seek entry of a Judgment in line with this Settlement.
18 The Parties may both respond to any Objections lodged to final approval of the Settlement up to
19 five (5) court days before the Final Approval Hearing.

20 **6. STATEMENT OF NO ADMISSION**

21 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff and
22 the Settlement Class with respect to any claims or allegations asserted in the Action and the
23 operative PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any
24 claims or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere
25 herein, in the event that this Agreement is not approved by the Court, or any appellate court, is
26 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
27 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
28 operative PAGA Notice, and Defendants will not be deemed to have waived, limited, or affected

1 in any way any of their objections or defenses in the Action and the operative PAGA Notice. The
2 Parties shall be restored to their respective positions in the Action prior to the entry of this
3 Settlement.

4 **7. RELEASE OF CLAIMS**

5 **A. Release by All Participating Class Members.**

6 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of
7 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement
8 Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all
9 Participating Class Members release all claims against the Released Parties asserted in the
10 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
11 Released Parties based on the factual allegations in the operative Complaint, as follows: For the
12 duration of the Class Period, the release includes, for Participating Class Members: (1) all claims
13 for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims
14 for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to
15 provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due
16 upon separation from employment; (6) all claims for failure to issue accurate and compliant wage
17 statements; (7) all claims for failure to pay paid sick leave in accordance with California law; (8)
18 all claims for failure to reimburse employees for business expenses; and (9) all claims asserted
19 through California Business & Professions Code section 17200, *et seq.* arising out of the Labor
20 Code violations referenced in the Complaint (the "Class Released Claims").

21 **B. Release of Claims**

22 For Aggrieved Employees, and, to the extent permitted by law, the State of California, the
23 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice,
24 Amended PAGA Notice, and alleged in the Operative Complaint for PAGA civil penalties for (1)
25 failure to pay wages under Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and Cal.
26 Code Regs. tit. 8, § 11010; (2) overtime pay violations under Labor Code §§ 510, 1194, 1198; (3)
27 meal period violations under Labor Code §§ 226.7, 512, 1198; Wage Order Nos. 1–2001 to 16–
28 2001, § 11; Wage Order No. 17-2001, § 9; 8 Cal. Code Regs. §§ 11010-11160, § 11; 8 Cal. Code

1 Regs. § 11170, § 9; (4) failure to indemnify necessary business expenditures under Labor Code §
2 2802; (5) inaccurate wage statements and failure to keep employee records under Labor Code §§
3 226, 558.1, 1174, 1174.5, 1198; (6) untimely wage payment under Labor Code §§ 204 and 210;
4 (7) waiting time penalties under Labor Code §§ 201, 202, and 203; (8) unfair competition in
5 violation of Business and Professions Code §§ 17200, *et seq.* and Labor Code § 1021.5; (9) paid
6 sick leave violations under Labor Code §§ 246, 558, 1021.5, 1194.2, 1197.1, 1198, and 1199; and
7 (10) rest period violations under Labor Code §§ 226.7 and 1198; 8 Cal. Code Regs. §§ 11010-
8 11160; Wage Order Nos. 1–2001 to 16–2001, §§11–12.

9 **C. General Release.**

10 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
11 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full Gross
12 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to
13 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
14 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
15 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
16 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
17 arising out of, relating to, or in connection with any act or omission of the Released Parties through
18 the date of full execution of this Agreement in connection with Plaintiff's employment with
19 Defendants or the termination thereof, except for any and all other claims that may not be released
20 as a matter of law through this Agreement. To the extent of the General Release provided herein,
21 Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the
22 Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator
23 selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the
24 Settlement, Plaintiff shall have expressly waived and relinquished, to the fullest extent permitted
25 by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any
26 other similar provision under federal or state law, which provides:

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

Exhibit 3.11

1 **8. SETTLEMENT ADMINISTRATOR**

2 **A.** Plaintiff and Defendants, through their respective counsel, have selected ILYM
3 Group, Inc. (“ILYM”) to administer the Settlement, which includes but is not limited to translating
4 the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and
5 calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of
6 the Settlement Administrator, currently estimated to be Seven Thousand Two Hundred Fifty
7 Dollars and Zero Cents (\$7,250.00) will be paid from the Gross Settlement Amount. If the actual
8 amount of the Settlement Administration Costs is less than \$7,250.00, the difference between
9 \$7,250.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement
10 Amount. If the Settlement Administration Costs exceed \$7,250.00, then such excess will be paid
11 solely from the Gross Settlement Amount and Defendants will not be responsible for paying any
12 additional funds in order to pay these additional costs.

13 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
14 **PROCESS**

15 **A. Notice to the Settlement Class Members**

16 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
17 Defendants’ Counsel shall provide the Settlement Administrator with information with respect to
18 each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently
19 in Defendants’ possession, custody, or control; (3) last known telephone number(s) currently in
20 Defendants’ possession, custody, or control; (4) last known Social Security Number(s) in
21 Defendants’ possession, custody, or control; and (5) the dates of employment (*i.e.*, hire dates, and,
22 if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member (“Class
23 List”). The Settlement Administrator shall perform an address search using the United States
24 Postal Service National Change of Address (“NCOA”) database and update the addresses
25 contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar
26 days, or soon thereafter, of receiving the Class List from Defendants, the Settlement Administrator
27 shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class
28 regular U.S. Mail using the most current mailing address information available. The Settlement

1 Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's
2 records evidencing the giving of notice to any Settlement Class Member, for at least five (5) years
3 from the Final Approval Date.

4 (2) The Class Notice will set forth:

- 5 (a) the Settlement Class Member's estimated Individual Settlement
6 Payment and Individual PAGA Payment, and the basis for each;
- 7 (b) the information required by California Rule of Court, rule 3.766,
8 subdivision (d);
- 9 (c) the material terms of the Settlement;
- 10 (d) the proposed Settlement Administration Costs;
- 11 (e) the definition of the Settlement Class;
- 12 (f) a statement that the Court has preliminarily approved the Settlement;
- 13 (g) how the Settlement Class Member can obtain additional information,
14 including contact information for Class Counsel and Defendants'
15 Counsel;
- 16 (h) information regarding opt-out and objection procedures;
- 17 (i) the date and location of the Final Approval Hearing; and
- 18 (j) that the Settlement Class Member must notify the Settlement
19 Administrator no later than the Response Deadline if the Settlement
20 Class Member disputes the accuracy of the number of Workweeks as
21 set forth on his or her Class Notice ("Workweek Dispute"). If a
22 Settlement Class Member fails to timely dispute the number of
23 Workweeks attributed to him or her in conformity with the instructions
24 in the Class Notice, then he or she shall be deemed to have waived any
25 objection to its accuracy and any claim to any additional settlement
26 payment based on different data.

27 (3) If a Class Notice from the initial notice mailing is returned as undeliverable,
28 the Settlement Administrator will attempt to obtain a current address for the Settlement Class

1 Member to whom the returned Class Notice had been mailed, within five (5) calendar days of
2 receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if
3 possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in
4 obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member.
5 Further, any Class Notices that are returned to the Settlement Administrator with a forwarding
6 address before the Response Deadline shall be promptly re-mailed to the forwarding address
7 affixed thereto.

8 (4) No later than seven (7) calendar days from the Response Deadline, the
9 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
10 completion of the notice process, including the number of attempts to obtain valid mailing
11 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
12 and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

13 **B. Objections.**

14 Only Participating Class Members may object to the Settlement. In order for any
15 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
16 do so by mailing a written objection to the Settlement Administrator at the address or phone
17 number provided on the Class Notice no later than the Response Deadline. The Settlement
18 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
19 Counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
20 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should
21 set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of
22 the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether
23 the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection,
24 along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a
25 Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a
26 member of the Settlement Class and if the Court approves this Agreement, the Settlement Class
27 Member will be bound by the terms of the Settlement in the same way and to the same extent as a
28 Settlement Class Member who does not object. The date of mailing of the Class Notice to the

1 objecting Settlement Class Member shall be conclusively determined according to the records of
2 the Settlement Administrator. Settlement Class Members need not object in writing to be heard at
3 the Final Approval Hearing; they may object or comment in person at the hearing at their own
4 expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the
5 Court up to five (5) court days before the Final Approval Hearing.

6 **C. Requesting Exclusion.**

7 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
8 Settlement by mailing a written request to be excluded from the Settlement ("Request for
9 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To
10 be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
11 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
12 statement: "Please exclude me from the Settlement Class in the *Saunders v. Progressive Housing,*
13 *Inc., et al.* matter" or any statement of similar meaning standing for the proposition that the Class
14 Member does not wish to participate in the Settlement. The Settlement Administrator shall
15 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants'
16 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration
17 to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who
18 requests exclusion using this procedure will not be entitled to receive any payment from the
19 Settlement and will not be bound by the Settlement Agreement or have any right to object to,
20 appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the
21 Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of
22 the Settlement, including those pertaining to the Released Claims, as well as any Judgment that
23 may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class
24 Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class
25 Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control
26 and the Objection will be overruled. Settlement Class Members who worked during the PAGA
27 Period as Aggrieved Employees that submit a valid Request for Exclusion will still be deemed
28

Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data.

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

B. To determine each Settlement Class Member's Individual Settlement Share, the

Settlement Administrator will use the following formula: Individual Settlement Share =
(Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share =
(Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".

E. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$5,625.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid

1 Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall
2 be transmitted to Boys and Girls Club of America, a nonprofit 501(c)3 corporation, (EIN 13-
3 5562976) the *cy pres* recipient, for use in Sacramento County. The Settlement Administrator
4 shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section
5 384 and the report shall be presented to the Court by Class Counsel along with a proposed
6 amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

7 **B. Funding of Settlement.**

8 Defendants shall, within fourteen (14) calendar days of Final Approval Date, make
9 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17
10 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
11 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
12 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
13 Agreement and the Court’s Orders and subject to the conditions described herein.

14 **C. Time for Distribution.**

15 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
16 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
17 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in this
18 Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class
19 Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
20 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
21 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
22 Payments as specified in this Agreement and approved by the Court. The balance remaining shall
23 constitute the Net Settlement Amount from which Individual Settlement Payments shall be made
24 to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall
25 be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class
26 Members based on the number of Workweeks worked by them in the Class Period.

27 **12. ATTORNEYS’ FEES AND LITIGATION COSTS**

1 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees
2 of up to 33% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17
3 of this Agreement, amounts to One Hundred Forty-Eight Thousand Five Hundred Dollars and No
4 Cents (\$148,500.00). Class Counsel shall further apply for, and Defendants shall not oppose, an
5 application or motion by Class Counsel for reimbursement of actual costs associated with Class
6 Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Forty-
7 Three Thousand Dollars and Zero Cents (\$43,000.00). Awards of attorneys' fees and costs shall
8 be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs
9 necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future"
10 aspect of the amounts stated herein includes, without limitation, all time and expenses expended
11 by Class Counsel (including any appeals therein). Should the Court approve attorneys' fees and/or
12 litigation costs and expenses in amounts that are less than the amounts provided for herein, then
13 the unapproved portion(s) shall be a part of the Net Settlement Amount.

14 **13. SERVICE AWARD TO PLAINTIFF**

15 Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not to
16 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for participation in and assistance with
17 the Class Action. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement
18 Amount and shall be reported on an IRS Form 1099. If the Court approves a Service Award to
19 Plaintiff that is less than the amounts sought herein, then the unapproved portion(s) shall be a part
20 of the Net Settlement Amount.

21 **14. TAXATION AND ALLOCATION**

22 **a.** Each Individual Settlement Share shall be allocated as follows: 15% as wages (to
23 be reported on an IRS Form W2); and 85% as interest and penalties (to be reported on an IRS
24 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
25 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
26 Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield
27 the Individual Settlement Payment. The amount of federal income tax withholding will be based
28 upon a flat withholding rate for supplemental wage payments in accordance with Treasury

Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

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

c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount. Defendants shall remain liable to pay the employer’s share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION

The Parties agree to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA will be paid to the LWDA and thirty-five percent (35%) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b)

there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

Defendants represent that there are no more than 24,176 Workweeks in the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 15%, or 3,626 Workweeks, then Plaintiff has the right to rescind this Agreement.

18. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR EXCLUSION

Defendants shall retain the right to nullify the Agreement in the event that more than 10% of Class Members submit timely and valid Requests for Exclusion. Defendants must provide written notice to Class Counsel of their withdrawal within ten (10) calendar days of receiving sufficient information to determine that the opt out rate exceeds 10%. If Defendants exercise this right, it shall be solely responsible for the costs incurred for settlement administration up to the date of nullification.

20. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects,

1 without regard to its conflict of law provisions. Any claim arising out of or relating to the
2 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
3 Court of the State of California for the County of Sacramento, and Plaintiff and Defendants hereby
4 consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith.
5 The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of
6 them, participated in the negotiation and drafting of this Agreement and had available to them the
7 advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim
8 that any ambiguity in this Agreement should be construed against the other. The Agreement may
9 be modified only by a writing signed by counsel for the Parties and approved by the Court.

10 **B. Further Cooperation.**

11 The Parties and their respective attorneys shall proceed diligently to prepare and execute
12 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
13 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
14 will not take any action inconsistent with this Agreement, including, without limitation,
15 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
16 Party has taken actions inconsistent with the Settlement, including, without limitation, encouraging
17 Class Members to opt out of the Settlement, the Court may take any corrective actions, including
18 enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing (a)
19 corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions against
20 that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or objections.

21 **C. Counterparts.**

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

25 **D. Authority.**

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

28 **D. No Third-Party Beneficiaries.**

Plaintiff, Participating Class Members, Aggrieved Employees, the State of California, Class Counsel, Released Parties, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays.

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

G. Continuing Jurisdiction

The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6, the trial court shall retain jurisdiction over the Parties over the Action to enforce the terms of this Agreement.

H. Severability.

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

IT IS SO AGREED:

Dated: Feb 11, 2025, 2024



jerime saunders (Feb 11, 2025 10:43 PST)

JERIME SAUNDERS
Plaintiff and Class Representative

Dated: _____, 2024

PROGRESSIVE HOUSING, INC.
Defendant

By: _____

Its: _____

Dated _____, 2024

CATHY LEMKE
Defendant

1 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
2 Class Counsel, Released Parties, and Defendants are direct beneficiaries of this Agreement, but
3 there are no third-party beneficiaries.

4 **F. Deadlines Falling on Weekends or Holidays.**

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

7 **G. Continuing Jurisdiction**

8 The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6,
9 the trial court shall retain jurisdiction over the Parties over the Action to enforce the terms of this
10 Agreement.

11 **H. Severability.**

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

17 **IT IS SO AGREED:**

18 Dated: Feb 11, 2025, 2024



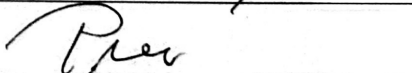
jerime saunders (Feb 11, 2025 10:43 PST)

JERIME SAUNDERS
Plaintiff and Class Representative

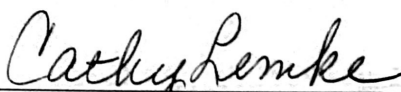
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21 Dated: 3/5/2025, 2024

PROGRESSIVE HOUSING, INC.
Defendant

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23 By: 

24 Its: 

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26 Dated 3/5/2025, 2024


CATHY LEMKE
Defendant

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Dated:

3/5/2025, 2024



FRED LEMKE

Defendant

AGREED AS TO FORM:

Dated: Feb 11, 2025, 2024



GABRIEL PIMENTEL

JENNA KOLESON

Counsel for Plaintiff

Dated: _____, 2024

DYLAN T. DE WIT

DAVID R. NORTON

Counsel for Defendants

1 Dated: _____, 2024

FRED LEMKE
Defendant

2
3 **AGREED AS TO FORM:**

4 Dated: Feb 11, 2025
5 _____, 2024


GABRIEL PIMENTEL
JENNA KOLESON
Counsel for Plaintiff

6
7
8 Dated: March 5, 2025
9 _____, 2024


DYLAN T. DE WIT
DAVID R. NORTON
Counsel for Defendants

EXHIBIT 5

MAILING LIST

JUDICIAL COUNCIL COORDINATION PROCEEDING NO. 5319

Pimentel Law, P.C. Gabriel J. Pimentel Jenna M. Koleson 30 N. Raymond Avenue, Suite 210 Pasadena, CA 91103	Bokhour Law Group, P.C. Mehrdad Bokhour Zachary Cavanagh 1901 Avenue of the Stars, Suite 450 Los Angeles, CA 90067
Falakassa Law, P.C. Joshua S. Falakassa 1901 Avenue of the Stars, Suite 150 Los Angeles, CA 90067	Porter Scott Dylan Dewut 350 University Avenue, Suite 200 Sacramento, CA 95825
Lee Seale Executive Officer Superior Court of California County of Sacramento 720 Ninth Street Sacramento, CA 95814	Chair, Judicial Council of California Attention: Appellate Court Services (Civil Case Coordination) 455 Golden Gate Avenue, 5th Floor San Francisco, CA 94102-3688

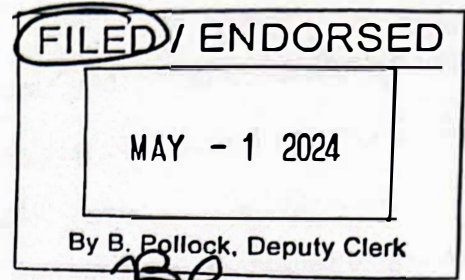
Declaration of Mailing

I hereby certify that I am not a party to the within action, and that I deposited a copy of the Order Granting Coordination t in sealed envelopes with first class postage, prepaid, addressed to each party, or the attorney of record, in the U.S. Mail at 720 Ninth Street, Sacramento, California.

DATED: 5/1/24

B. Pollock,

Deputy Clerk



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

**PROGRESSIVE HOUSING
WAGE AND HOUR CASES**

Included Actions:

Jerime Saunders v. Progressive Housing, Inc.
Sacramento County Superior Court
No. 34-2022-00331427

Robert Caron v. Progressive Housing, Inc.
Santa Clara Superior Court No. 23CV421898

JUDICIAL COUNCIL COORDINATION
PROCEEDING

NO. JCCP 5319

ORDER DENYING COORDINATION

[Cal. Code of Civ. Proc. §404,
Cal. Rules of Ct., Rule 3.529.]

Judge: Hon. Stephen Acquisto
Dept. 36

Plaintiff Robert Caron has petitioned for coordination of the two included cases pursuant to Code of Civil Procedure sections 404 and 404.1, and California Rules of Court, Rule 3.521(a). Plaintiff Jerime Saunders has filed an opposition to the coordination petition. As explained below, the petition is denied.

Caron petitions for coordination as to the following actions: (1) *Jerime Saunders v. Progressive Housing, Inc.*, Sacramento County Superior Court Case No. 34-2022-00331427, filed on December 13, 2022; and (2) *Robert Caron v. Progressive Housing, Inc.*, Santa Clara Superior Court Case No. 23CV421898, filed on August 29, 2023.

As set forth in the petition and supporting evidence, these two cases are both putative

1 wage and hour class actions presenting several identical or nearly identical claims including
2 failure to pay minimum, overtime, and sick pay wages, as well as meal period and rest period
3 violations. There is no question the two cases share common questions of fact and law.

4 But as Saunders points out in opposition, his case is already at an advanced litigation
5 stage. Saunders represents that discovery and investigation have been completed, and a
6 mediation is set in the near future in which he is hopeful the case will fully resolve. As Saunders
7 puts it, his case is already "completely wrapped up," such that coordination at this point would be
8 "of no value."

9 Rule 3.400 defines a "complex case" as "an action that requires exceptional judicial
10 management to avoid placing unnecessary burdens on the court or the litigants and to expedite the
11 case, keep costs reasonable, and promote effective decision making by the court, the parties, and
12 counsel." (Cal. Rules of Court, rule 3.400, subd. (a).) Given the advanced litigation stage of the
13 Saunders action, and the prospect of settlement at the upcoming mediation, the Court does not
14 find the Saunders case to currently warrant coordination as a complex case. It appears that
15 coordination would not serve the interests of judicial efficiency, and could disrupt or delay the
16 potential resolution of the Saunders case. Accordingly, Caron's petition for coordination is
17 denied.

18 Pursuant to California Rules of Court, rules 3.511, subdivisions (a)(9), and (b), and 3.529,
19 subdivision (a), petitioner Caron is ordered to file this order in each included action, serve it on
20 each party appearing in an included action, and submit it to the Chair of the Judicial Council.

21 Dated: May 1, 2024



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24 HON. STEPHEN ACQUISTO
Assigned Coordination Motion Judge
Sacramento County Superior Court,
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EXHIBIT 6

FeeDate	Staff	Subject	Hours	Rate	Billable Amount
11/13/2023	Gabriel J. Pimentel	\$3032.56 INV #2264 Axiom Forensics Accounting reviewed	0.1	\$700.00	\$70.00
1/14/2025	Jenna M. Koleson	1 email sent/reviewed regarding	0.1	\$350.00	\$35.00
8/22/2022	Kelly M. Hatfield	1 email sent/reviewed regarding (no subject)	0.1	\$350.00	\$35.00
2/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00

6/25/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$350.00	\$35.00

6/27/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.2	\$350.00	\$70.00

7/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$350.00	\$35.00

7/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$350.00	\$35.00
6/18/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. Signature requested from West Coast Resolution Group	0.2	\$350.00	\$70.00

Exhibit 6.5

7/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. Signature requested from West Coast Resolution Group	0.1	\$350.00	\$35.00
2/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding 5/11/24 - Joann Rezzo - Saunders vs Progressive Housing Inc. et al Signature requested from West Coast Resolution Group	0.1	\$350.00	\$35.00

2/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding 5/11/24 - Joann Rezzo - Saunders vs Progressive Housing Inc. et al Signature requested from West Coast Resolution Group	0.1	\$350.00	\$35.00
4/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Acknowledgment: Submission of documents to the Judicial Council of CA re. JCCP 5319 Conformed copies attached	0.3	\$350.00	\$105.00

12/14/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Automatic reply: Charges	0.1	\$700.00	\$70.00
2/27/2025	Jenna M. Koleson	1 email sent/reviewed regarding Automatic reply: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
10/30/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Automatic reply: Saunders v. Progressive Housing, Inc., et al.	0.2	\$700.00	\$140.00

1/26/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Automatic reply: Saunders v. Progressive Housing, Inc., et. al.	0.3	\$350.00	\$105.00
3/19/2024	Jenna M. Koleson	1 email sent/reviewed regarding Caron, et al. v. Progressive Housing, Inc., JCCP 5319	0.1	\$350.00	\$35.00
12/7/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Charges	0.1	\$700.00	\$70.00
12/14/2023	Jenna M. Koleson	1 email sent/reviewed regarding Charges	0.1	\$350.00	\$35.00
2/11/2025	Jenna M. Koleson	1 email sent/reviewed regarding Check in	0.1	\$350.00	\$35.00

2/18/2025	Jenna M. Koleson	1 email sent/reviewed regarding Check in	0.1	\$350.00	\$35.00
7/11/2024	Jenna M. Koleson	1 email sent/reviewed regarding Class Action Settlements	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Confidentiality Agreement - Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Confidentiality Agreement - Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
10/2/2024	Jenna M. Koleson	1 email sent/reviewed regarding Curious	0.1	\$350.00	\$35.00
10/21/2024	Jenna M. Koleson	1 email sent/reviewed regarding Curious	0.2	\$350.00	\$70.00
10/23/2024	Jenna M. Koleson	1 email sent/reviewed regarding Curious	0.1	\$350.00	\$35.00

3/2/2023	Kelly M. Hatfield	1 email sent/reviewed regarding David norton +1 916-929-1481 (Account:(877) 265-8084)	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Document shared with you: "DRAFT_Opposition_to_Petition_ for_Coordination_&_Motion_to_ Stay-9e137eb4-2e69-4bb9- 857e-8df2446747ae.docx"	0.3	\$350.00	\$105.00

4/18/2024	Jenna M. Koleson	1 email sent/reviewed regarding Documents Filed for Jerime Saunders v. Progressive Housing, Inc. et al. : Case Management Statement (1 filing)	0.2	\$350.00	\$70.00
10/18/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

10/23/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$350.00	\$140.00
10/31/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00

11/2/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
11/28/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

1/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
1/16/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Filing Complete - Accepted	0.2	\$350.00	\$70.00
7/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding Filing Complete - Accepted for Saunders v. Progressive Housing, Inc. et al: Amended Complaint (1 filing)	0.1	\$350.00	\$35.00

Exhibit 6.16

10/21/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Fred Lemke +1 916-920-8255 (Account:(877) 265-8084)	0.2	\$350.00	\$70.00
6/16/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.7	\$350.00	\$245.00
6/19/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	1	\$350.00	\$350.00

6/21/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.2	\$350.00	\$70.00
6/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.1	\$350.00	\$35.00

6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.1	\$350.00	\$35.00
9/21/2022	Gabriel J. Pimentel	1 email sent/reviewed regarding Jeremy Saunders +1 916-349-6997 (Account:(877) 265-8084)	0.1	\$700.00	\$70.00
10/3/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders +1 916-349-6997 (Account:(877) 265-8084)	0.2	\$700.00	\$140.00

1/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc.	0.1	\$350.00	\$35.00
8/1/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
8/9/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

9/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
4/13/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

4/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
6/29/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$350.00	\$140.00
7/10/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

7/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
11/17/2023	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

11/20/2023	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
12/21/2023	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

1/4/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
1/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

1/17/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
1/24/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

1/30/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
4/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

5/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

5/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
5/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

5/8/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$700.00	\$140.00
6/13/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

7/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
8/23/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

10/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
11/1/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$700.00	\$70.00

12/13/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
12/13/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$700.00	\$280.00

1/8/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
1/24/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

2/2/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
2/12/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$350.00	\$105.00

2/18/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
2/24/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

6/18/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$350.00	\$35.00
6/19/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$350.00	\$35.00

6/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.2	\$350.00	\$70.00
6/22/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$350.00	\$35.00

4/11/2024	Jenna M. Koleson	1 email sent/reviewed regarding Joint Case Management Statement -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding July 12 Notice of Ruling -- Jerime Saunders v. Progressive Housing, Inc., et al	0.1	\$350.00	\$35.00

12/14/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Kerrie Merrifield shared "Saunders Analysis ALL PDF 12132023.pdf" with you	0.1	\$700.00	\$70.00
3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Opposition & Motion to Stay Caron Action -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
6/8/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.2	\$350.00	\$70.00

6/9/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.1	\$350.00	\$35.00
6/12/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.1	\$350.00	\$35.00
6/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.1	\$350.00	\$35.00
2/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Progressive Housing	0.1	\$350.00	\$35.00
2/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding Progressive Housing	0.4	\$350.00	\$140.00

Exhibit 6.43

4/21/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Recent updates to your documents	0.1	\$350.00	\$35.00
7/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding Recent updates to your documents	0.1	\$350.00	\$35.00
1/18/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding REGARDING: 847031 (SIGN POS) Saunders vs Progressive Housing, INC.	0.1	\$700.00	\$70.00
2/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Reminder: Upcoming Event	0.1	\$350.00	\$35.00

5/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Reminder: Upcoming Event	0.1	\$350.00	\$35.00
7/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding Reminder: Upcoming Event	0.2	\$350.00	\$70.00
5/13/2024	Jenna M. Koleson	1 email sent/reviewed regarding Request for Financials -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, & Fred Lemke	0.2	\$350.00	\$70.00

5/22/2024	Jenna M. Koleson	1 email sent/reviewed regarding Request for Financials -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, & Fred Lemke	0.1	\$350.00	\$35.00
9/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Request for Payment	0.1	\$350.00	\$35.00

6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation CANCELED for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
6/29/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation CANCELED for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

Exhibit 6.48

7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation from 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
7/10/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation from 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.1	\$350.00	\$35.00
11/14/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders	0.1	\$350.00	\$35.00
11/28/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders	0.2	\$350.00	\$70.00
11/29/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders	0.6	\$350.00	\$210.00
8/7/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
6/22/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00

Exhibit 6.50

6/29/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
7/10/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
7/12/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
7/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.2	\$350.00	\$70.00
7/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
7/18/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00

1/30/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Happy Daze	0.2	\$350.00	\$70.00
1/31/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Happy Daze	0.1	\$350.00	\$35.00
2/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Happy Daze	0.1	\$350.00	\$35.00
8/29/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
9/24/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00

9/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.2	\$350.00	\$70.00
10/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
10/23/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
10/30/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.4	\$350.00	\$140.00

11/14/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
11/22/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
12/5/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
12/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.2	\$350.00	\$70.00

12/13/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.7	\$350.00	\$245.00
1/8/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.2	\$350.00	\$70.00
1/9/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
1/13/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00

1/23/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$350.00	\$35.00
2/28/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$350.00	\$35.00
3/4/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$350.00	\$35.00
3/5/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$350.00	\$35.00

Exhibit 6.56

3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.4	\$350.00	\$140.00
3/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.3	\$350.00	\$105.00
3/27/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$350.00	\$35.00
9/11/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00

Exhibit 6.57

2/23/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
6/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
6/16/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
6/22/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00

6/23/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
6/26/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00

5/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.4	\$350.00	\$140.00
5/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
5/24/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
7/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.1	\$350.00	\$35.00

7/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.2	\$350.00	\$70.00
2/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
2/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00

3/3/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
3/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
4/12/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
5/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00

Exhibit 6.62

5/24/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
5/31/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
6/7/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
7/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.3	\$350.00	\$105.00

Exhibit 6.63

7/17/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.3	\$350.00	\$105.00
7/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.3	\$350.00	\$105.00
7/31/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.2	\$350.00	\$70.00
8/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.2	\$350.00	\$70.00

Exhibit 6.64

4/18/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Pre-Mediation Calls	0.5	\$350.00	\$175.00
5/9/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al. Signature requested from West Coast Resolution Group	0.1	\$700.00	\$70.00

4/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm- JOANN REZZO	0.1	\$350.00	\$35.00
4/21/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

4/25/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Virtual Mediation Confirmed for May 10, 2024 at 9am-5pm- JOANN REZZO	0.1	\$350.00	\$35.00
5/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Virtual Mediation Confirmed for May 10, 2024 at 9am-5pm- JOANN REZZO	0.1	\$350.00	\$35.00

10/30/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$700.00	\$70.00
10/31/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.2	\$700.00	\$140.00

11/3/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$700.00	\$70.00
11/7/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

11/9/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
2/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders/Caron Case Discussion (Saunders, Jerime - Wage and Hour Claim - Progressive Housing, Inc. Lemke, Cathy Lemke, Fred)	0.1	\$350.00	\$35.00

7/3/2024	Jenna M. Koleson	1 email sent/reviewed regarding Second Amended Complaint -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
8/25/2022	Kelly M. Hatfield	1 email sent/reviewed regarding State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation	0.2	\$350.00	\$70.00

3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Submission of Plaintiff Saunders's Opposition & Motion to Stay the Caron Action re Caron, et al. v. Progressive Housing, Inc., JCCP 5319	0.4	\$350.00	\$140.00
8/25/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Thank you for submission of your PAGA Case.	0.1	\$350.00	\$35.00

8/9/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Thank you for your Court Complaint Submission.	0.1	\$350.00	\$35.00
8/31/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Claim Info	0.1	\$350.00	\$35.00
9/22/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Claim Info	0.3	\$350.00	\$105.00
10/31/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.2	\$350.00	\$70.00

11/8/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.1	\$350.00	\$35.00
11/14/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.1	\$350.00	\$35.00
11/28/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.1	\$350.00	\$35.00
4/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding West Coast Resolution Group has sent you an invoice	0.2	\$350.00	\$70.00

1/30/2023	Kelly M. Hatfield	1 email sent/reviewed regarding WO#848371 - BK#C68978	1	\$350.00	\$350.00
4/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding You have an upcoming event	0.1	\$350.00	\$35.00
5/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Zoom link for Saunders Mediation	0.1	\$350.00	\$35.00
8/7/2023	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
8/23/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
8/24/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
8/25/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$350.00	\$35.00

Exhibit 6.75

9/21/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
9/28/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
11/22/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
11/23/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
11/28/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
12/26/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
12/29/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
10/21/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
11/3/2023	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
11/6/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
11/21/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00

Exhibit 6.76

11/27/2023	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
12/7/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
12/19/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
2/8/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
2/20/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
3/5/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
3/29/2024	Yesenia L. Rodriguez	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
4/8/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
4/11/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
4/15/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
5/3/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00

Exhibit 6.77

6/18/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
6/19/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
6/26/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
7/3/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
7/12/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
7/19/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
7/24/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
8/13/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
9/24/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
9/26/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
10/8/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00

Exhibit 6.78

10/14/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
10/29/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
11/5/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
11/11/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
11/11/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
11/13/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
11/29/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
12/2/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
12/5/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00
2/17/2025	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
2/24/2025	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$350.00	\$35.00

Exhibit 6.79

3/4/2025	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$700.00	\$70.00
5/5/2024	Jenna M. Koleson	1 message sent/reviewed	0.2	\$350.00	\$70.00
7/8/2024	Jenna M. Koleson	1 message sent/reviewed	0.1	\$350.00	\$35.00
12/15/2023	Jenna M. Koleson	10 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$350.00	\$245.00
1/18/2023	Kelly M. Hatfield	10 internal messages sent/reviewed	0.2	\$350.00	\$70.00
6/8/2023	Kelly M. Hatfield	10 internal messages sent/reviewed	0.2	\$350.00	\$70.00

1/22/2025	Jenna M. Koleson	10 internal messages sent/reviewed	0.1	\$350.00	\$35.00
1/29/2024	Jenna M. Koleson	11 internal messages sent/reviewed	0.2	\$350.00	\$70.00
3/26/2024	Jenna M. Koleson	11 internal messages sent/reviewed	0.5	\$350.00	\$175.00
5/13/2024	Jenna M. Koleson	11 internal messages sent/reviewed	0.2	\$350.00	\$70.00
7/9/2024	Gabriel J. Pimentel	11 internal messages sent/reviewed	0.2	\$700.00	\$140.00
10/30/2023	Gabriel J. Pimentel	12 internal messages sent/reviewed	0.2	\$700.00	\$140.00
3/1/2024	Jenna M. Koleson	12 internal messages sent/reviewed	0.2	\$350.00	\$70.00

Exhibit 6.81

12/7/2023	Jenna M. Koleson	12723 tentative ruling - no appearance required created	0.1	\$350.00	\$35.00
1/10/2023	Kelly M. Hatfield	13 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	13 internal messages sent/reviewed	0.3	\$350.00	\$105.00
2/11/2025	Jenna M. Koleson	13 internal messages sent/reviewed	0.3	\$350.00	\$105.00
2/14/2023	Kelly M. Hatfield	14 internal messages sent/reviewed	0.4	\$350.00	\$140.00
10/23/2023	Jenna M. Koleson	14 internal messages sent/reviewed	0.4	\$350.00	\$140.00
5/1/2024	Gabriel J. Pimentel	14 internal messages sent/reviewed	0.1	\$700.00	\$70.00

Exhibit 6.82

11/12/2024	Jenna M. Koleson	14 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/18/2025	Gabriel J. Pimentel	14 internal messages sent/reviewed	0.2	\$700.00	\$140.00
3/24/2025	Gabriel J. Pimentel	14 internal messages sent/reviewed	0.2	\$700.00	\$140.00
3/24/2025	Jenna M. Koleson	14 internal messages sent/reviewed	0.1	\$350.00	\$35.00
1/3/2023	Kelly M. Hatfield	15 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/16/2023	Gabriel J. Pimentel	15 internal messages sent/reviewed	0.2	\$700.00	\$140.00
3/4/2024	Jenna M. Koleson	15 internal messages sent/reviewed	0.5	\$350.00	\$175.00

Exhibit 6.83

3/5/2024	Jenna M. Koleson	15 internal messages sent/reviewed	0.5	\$350.00	\$175.00
4/30/2024	Jenna M. Koleson	15 internal messages sent/reviewed	0.3	\$350.00	\$105.00
5/6/2024	Jenna M. Koleson	16 internal messages sent/reviewed	0.1	\$350.00	\$35.00
5/10/2024	Jenna M. Koleson	17 internal messages sent/reviewed	0.3	\$350.00	\$105.00
11/14/2024	Jenna M. Koleson	17 internal messages sent/reviewed	0.6	\$350.00	\$210.00
1/22/2025	Gabriel J. Pimentel	17 internal messages sent/reviewed	0.2	\$700.00	\$140.00
2/18/2025	Jenna M. Koleson	17 internal messages sent/reviewed	0.3	\$350.00	\$105.00

3/25/2025	Jenna M. Koleson	17 internal messages sent/reviewed	0.2	\$350.00	\$70.00
10/27/2023	Jenna M. Koleson	18 internal messages sent/reviewed	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	18 internal messages sent/reviewed	0.4	\$350.00	\$140.00
7/11/2024	Gabriel J. Pimentel	18 internal messages sent/reviewed	0.2	\$700.00	\$140.00
7/14/2024	Jenna M. Koleson	18 internal messages sent/reviewed	0.7	\$350.00	\$245.00
8/9/2024	Jenna M. Koleson	18 internal messages sent/reviewed	0.4	\$350.00	\$140.00
10/20/2023	Gabriel J. Pimentel	19 internal messages sent/reviewed	0.3	\$700.00	\$210.00

Exhibit 6.85

2/29/2024	Gabriel J. Pimentel	19 internal messages sent/reviewed	0.4	\$700.00	\$280.00
1/31/2024	Jenna M. Koleson	2 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
5/9/2024	Jenna M. Koleson	2 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

5/10/2024	Jenna M. Koleson	2 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.6	\$350.00	\$210.00
6/17/2024	Jenna M. Koleson	2 emails sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$350.00	\$35.00

6/26/2024	Jenna M. Koleson	2 emails sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.3	\$350.00	\$105.00
4/5/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding 849398	0.1	\$350.00	\$35.00

3/29/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Acknowledgment: Submission of documents to the Judicial Council of CA re. JCCP 5319 Conformed copies attached	0.6	\$350.00	\$210.00
3/19/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.1	\$350.00	\$35.00

12/13/2023	Gabriel J. Pimentel	2 emails sent/reviewed regarding Charges	0.2	\$700.00	\$140.00
12/14/2023	Gabriel J. Pimentel	2 emails sent/reviewed regarding Charges	0.1	\$700.00	\$70.00
12/15/2023	Gabriel J. Pimentel	2 emails sent/reviewed regarding Charges	0.2	\$700.00	\$140.00
11/5/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Class action case	0.1	\$350.00	\$35.00
5/9/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Completed: Virtual Confidentiality Agreement - Gabriel J. Pimentel, Esq	0.1	\$700.00	\$70.00

4/21/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Confidentiality Agreement - Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
8/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Curious	0.2	\$350.00	\$70.00
8/8/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Curious	0.2	\$350.00	\$70.00

10/24/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$350.00	\$140.00
11/9/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

6/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.1	\$350.00	\$35.00
1/4/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders +1 916-349-6997 (Account:(877) 265-8084)	0.6	\$350.00	\$210.00
8/21/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

9/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
6/22/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

6/23/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
7/17/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

11/9/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.5	\$350.00	\$175.00
11/10/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	1.1	\$350.00	\$385.00

12/19/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$350.00	\$245.00
1/23/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

1/31/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
2/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$350.00	\$245.00

10/7/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$700.00	\$140.00
2/28/2025	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$350.00	\$140.00

6/21/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$350.00	\$35.00
4/10/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Joint Case Management Statement -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
6/13/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Potential Wage and Hour Case	0.2	\$350.00	\$70.00

6/14/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Potential Wage and Hour Case	1.1	\$350.00	\$385.00
2/1/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Progressive Housing	0.4	\$700.00	\$280.00
2/2/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Progressive Housing	0.4	\$350.00	\$140.00
2/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Progressive Housing	0.4	\$350.00	\$140.00

6/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Request for Financials -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, & Fred Lemke	0.2	\$350.00	\$70.00
11/6/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Request for Payment	0.2	\$350.00	\$70.00

7/6/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation from 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
2/29/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.2	\$350.00	\$70.00

3/4/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.4	\$350.00	\$140.00
4/12/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.2	\$700.00	\$140.00
7/19/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders -- Workweeks	0.2	\$350.00	\$70.00
6/23/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders INV 90536	0.3	\$350.00	\$105.00

7/11/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
12/16/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing	0.4	\$350.00	\$140.00
2/6/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.5	\$350.00	\$175.00
2/23/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	1	\$350.00	\$350.00

2/26/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$350.00	\$35.00
3/22/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$350.00	\$35.00
4/8/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.4	\$350.00	\$140.00
4/17/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.2	\$350.00	\$70.00

9/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00
10/30/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.2	\$350.00	\$70.00
5/10/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.4	\$350.00	\$140.00
3/1/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00

3/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
3/23/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.2	\$350.00	\$70.00
4/13/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
5/12/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00

7/11/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.1	\$350.00	\$35.00
8/9/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.6	\$350.00	\$210.00
8/14/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.1	\$350.00	\$35.00

5/31/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00
7/10/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$350.00	\$35.00

11/6/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.2	\$350.00	\$70.00
6/9/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders///Correspondence & Doc Production	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	2 emails sent/reviewed regarding Thank you for your Amended PAGA Claim Notice Submission.	0.4	\$350.00	\$140.00

9/23/2022	Kelly M. Hatfield	2 emails sent/reviewed regarding Wage and Hour Claim Info	0.2	\$350.00	\$70.00
1/27/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding WO#848371 - BK#C68978	0.1	\$350.00	\$35.00
8/23/2022	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
10/31/2022	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
12/21/2022	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
1/5/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
1/9/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00

1/16/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
1/30/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/27/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.2	\$350.00	\$70.00
4/6/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/9/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
10/25/2023	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/10/2023	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/17/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00

11/22/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
11/27/2023	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/15/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
1/15/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/6/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/16/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/23/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
3/7/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.2	\$700.00	\$140.00

3/26/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
3/28/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
5/2/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
5/9/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
7/23/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.2	\$350.00	\$70.00
8/19/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
9/23/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/4/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00

12/12/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/13/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$700.00	\$70.00
12/16/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.2	\$700.00	\$140.00
1/8/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.2	\$350.00	\$70.00
2/12/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/25/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
3/6/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/15/2023	Gabriel J. Pimentel	20 internal messages sent/reviewed	0.4	\$700.00	\$280.00

7/10/2024	Jenna M. Koleson	2022-2023 Tax Returns - Produced 7.9.2024 reviewed	0.2	\$350.00	\$70.00
7/11/2024	Jenna M. Koleson	2022-2023 Tax Returns - Produced 7.9.2024 reviewed	0.1	\$350.00	\$35.00
2/29/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Declaration of Mehrdad Bokhour reviewed	0.1	\$350.00	\$35.00
3/4/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Declaration of Mehrdad Bokhour reviewed	0.1	\$350.00	\$35.00

2/29/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Petition for Coordination edited and reviewed	0.3	\$350.00	\$105.00
3/5/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - POS Re Petition for Coordination reviewed	0.1	\$350.00	\$35.00
3/4/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Proposed Order reviewed	0.1	\$350.00	\$35.00

3/29/2024	Jenna M. Koleson	2024-03-06 Caron v. Progressive Housing - Submission of Petition for Coordination - Conformed reviewed	0.2	\$350.00	\$70.00
3/29/2024	Jenna M. Koleson	2024-03-06 Caron v. Progressive Housing - Submission of Petition for Coordination (Saunders Caption) - Conformed reviewed	0.1	\$350.00	\$35.00
12/11/2024	Jenna M. Koleson	21 internal messages sent/reviewed	0.2	\$350.00	\$70.00

2/29/2024	Jenna M. Koleson	26 internal messages sent/reviewed	0.7	\$350.00	\$245.00
7/15/2024	Jenna M. Koleson	26 internal messages sent/reviewed	0.7	\$350.00	\$245.00
6/15/2023	Kelly M. Hatfield	29 internal messages sent/reviewed	0.2	\$350.00	\$70.00
2/1/2024	Jenna M. Koleson	3 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$350.00	\$245.00

5/8/2024	Jenna M. Koleson	3 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
6/28/2024	Jenna M. Koleson	3 emails sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$350.00	\$35.00

3/4/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.3	\$350.00	\$105.00

3/20/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.1	\$350.00	\$35.00
11/13/2023	Gabriel J. Pimentel	3 emails sent/reviewed regarding Charges	0.1	\$700.00	\$70.00
11/22/2023	Gabriel J. Pimentel	3 emails sent/reviewed regarding Charges	0.2	\$700.00	\$140.00
12/5/2023	Gabriel J. Pimentel	3 emails sent/reviewed regarding Charges	0.2	\$700.00	\$140.00

9/6/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Curious	0.3	\$350.00	\$105.00
10/19/2023	Jenna M. Koleson	3 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
6/12/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Jerime Saunders	0.1	\$350.00	\$35.00
6/19/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$350.00	\$105.00

Exhibit 6.124

7/11/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
12/18/2023	Jenna M. Koleson	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$350.00	\$105.00

1/26/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
4/22/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00
2/1/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Progressive Housing	0.3	\$350.00	\$105.00
2/5/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Progressive Housing	0.6	\$350.00	\$210.00

Exhibit 6.126

1/18/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding REGARDING: 847031 (SIGNED POS) Daunders vs Progressive housing, INC.	0.4	\$350.00	\$140.00
1/24/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding REGARDING: 847031 (SIGNED POS) Daunders vs Progressive housing, INC.	0.2	\$350.00	\$70.00
4/26/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Remote Appearance for Plaintiff Jerime Saunders	0.1	\$350.00	\$35.00

11/15/2023	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders	0.4	\$350.00	\$140.00
5/13/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders	0.6	\$350.00	\$210.00
7/9/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders	0.2	\$350.00	\$70.00
8/9/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders INV 90536	0.1	\$350.00	\$35.00
9/6/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing	0.3	\$350.00	\$105.00
9/23/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing	0.5	\$350.00	\$175.00

11/21/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing	0.3	\$350.00	\$105.00
2/29/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.8	\$350.00	\$280.00
4/5/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.2	\$350.00	\$70.00
6/28/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$350.00	\$35.00

4/26/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.3	\$350.00	\$105.00
5/23/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.4	\$350.00	\$140.00
6/28/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.4	\$350.00	\$140.00
1/26/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.4	\$350.00	\$140.00

Exhibit 6.130

1/30/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.4	\$350.00	\$140.00
2/14/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.3	\$350.00	\$105.00
4/6/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$350.00	\$35.00
7/25/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.2	\$350.00	\$70.00

Exhibit 6.131

6/8/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Pre-Mediation Calls	0.1	\$350.00	\$35.00
4/17/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Pre-Mediation Calls	0.3	\$350.00	\$105.00

3/27/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Submission of Plaintiff Saunders's Opposition & Motion to Stay the Caron Action re Caron, et al. v. Progressive Housing, Inc., JCCP 5319	0.5	\$350.00	\$175.00
2/23/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding WO#848224/ 848226 / 848228	0.1	\$350.00	\$35.00
1/25/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/15/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00

5/18/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/14/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
10/4/2023	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
10/23/2023	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
11/2/2023	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
11/3/2023	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/17/2023	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/14/2023	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00

1/26/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
1/29/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
3/19/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
3/22/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
4/1/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
4/3/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.3	\$350.00	\$105.00
5/14/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
5/23/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00

5/24/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
7/10/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
7/31/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
8/13/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.2	\$700.00	\$140.00
8/18/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.2	\$700.00	\$140.00
8/19/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
9/5/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.2	\$350.00	\$70.00
9/6/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.4	\$350.00	\$140.00

10/10/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/27/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/12/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
1/28/2025	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/27/2025	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/28/2025	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$350.00	\$35.00
3/23/2025	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$700.00	\$70.00
3/7/2024	Jenna M. Koleson	30 internal messages sent/reviewed	0.8	\$350.00	\$280.00

6/16/2023	Kelly M. Hatfield	31 internal messages sent/reviewed	0.6	\$350.00	\$210.00
7/11/2024	Jenna M. Koleson	39 internal messages sent/reviewed	1.1	\$350.00	\$385.00
1/26/2024	Jenna M. Koleson	4 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$350.00	\$70.00

3/7/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.5	\$350.00	\$175.00
12/13/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Check in	0.5	\$350.00	\$175.00
7/9/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Confidentiality Agreements	0.1	\$350.00	\$35.00

11/6/2023	Jenna M. Koleson	4 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$350.00	\$105.00
9/11/2023	Kelly M. Hatfield	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00

11/6/2023	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$350.00	\$105.00
12/20/2023	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.9	\$350.00	\$315.00

1/22/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.5	\$350.00	\$175.00
5/10/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
6/28/2023	Kelly M. Hatfield	4 emails sent/reviewed regarding Saunders INV 90536	0.2	\$350.00	\$70.00

10/1/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive Housing	0.4	\$350.00	\$140.00
12/11/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive Housing	0.5	\$350.00	\$175.00
7/9/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.2	\$350.00	\$70.00
7/15/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	1.7	\$350.00	\$595.00

9/22/2022	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/28/2022	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
3/29/2023	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/8/2023	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$700.00	\$70.00
6/13/2023	Kelly M. Hatfield	4 internal messages sent/reviewed	0.2	\$350.00	\$70.00
7/17/2023	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/9/2023	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/20/2023	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00

11/22/2023	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/14/2023	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$700.00	\$70.00
5/15/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.2	\$350.00	\$70.00
6/25/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.2	\$350.00	\$70.00
7/10/2024	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$700.00	\$70.00
8/8/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
8/14/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.2	\$350.00	\$70.00
11/7/2024	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$700.00	\$70.00

11/8/2024	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$700.00	\$70.00
1/27/2025	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/25/2025	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$700.00	\$70.00
10/20/2023	Jenna M. Koleson	44 internal messages sent/reviewed	0.6	\$350.00	\$210.00
11/1/2023	Jenna M. Koleson	5 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$350.00	\$105.00

1/29/2024	Jenna M. Koleson	5 emails sent/reviewed regarding Saunders v. Happy Daze	1	\$350.00	\$350.00
10/30/2023	Gabriel J. Pimentel	5 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.3	\$700.00	\$210.00
8/7/2024	Jenna M. Koleson	5 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.8	\$350.00	\$280.00
8/19/2022	Kelly M. Hatfield	5 emails sent/reviewed regarding Wage and Hour Claim Info	0.2	\$350.00	\$70.00
8/22/2022	Kelly M. Hatfield	5 emails sent/reviewed regarding Wage and Hour Claim Info	0.4	\$350.00	\$140.00

Exhibit 6.147

10/31/2022	Kelly M. Hatfield	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00
12/15/2022	Kelly M. Hatfield	5 internal messages sent/reviewed	0.2	\$350.00	\$70.00
6/9/2023	Kelly M. Hatfield	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/21/2023	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$700.00	\$70.00
10/3/2023	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$700.00	\$70.00
11/9/2023	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$700.00	\$70.00
12/15/2023	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/2/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.2	\$350.00	\$70.00

3/1/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$700.00	\$70.00
4/9/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00
5/14/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.3	\$350.00	\$105.00
6/18/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00
7/30/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.2	\$700.00	\$140.00
8/18/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00
10/30/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.2	\$700.00	\$140.00
11/25/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$350.00	\$35.00

11/25/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$700.00	\$70.00
12/13/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.2	\$350.00	\$70.00
12/15/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.2	\$700.00	\$140.00
12/16/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.3	\$350.00	\$105.00
7/9/2024	Jenna M. Koleson	50 internal messages sent/reviewed	1.5	\$350.00	\$525.00
8/2/2023	Kelly M. Hatfield	6 emails sent/reviewed regarding Jerime Saunders v. Happy Daze	0.1	\$350.00	\$35.00

6/16/2023	Kelly M. Hatfield	6 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.9	\$350.00	\$315.00
7/6/2023	Kelly M. Hatfield	6 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	6 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.9	\$350.00	\$315.00

7/9/2024	Jenna M. Koleson	6 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.4	\$350.00	\$140.00
1/31/2023	Kelly M. Hatfield	6 internal messages sent/reviewed	0.1	\$350.00	\$35.00
6/27/2023	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$700.00	\$70.00
11/2/2023	Jenna M. Koleson	6 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/1/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$700.00	\$70.00
5/22/2024	Jenna M. Koleson	6 internal messages sent/reviewed	0.1	\$350.00	\$35.00
7/15/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.3	\$700.00	\$210.00

9/6/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$700.00	\$70.00
10/1/2024	Jenna M. Koleson	6 internal messages sent/reviewed	0.2	\$350.00	\$70.00
11/14/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$700.00	\$70.00
8/11/2023	Kelly M. Hatfield	7 internal messages sent/reviewed	0.1	\$350.00	\$35.00
8/24/2022	Kelly M. Hatfield	7 internal messages sent/reviewed	0.2	\$350.00	\$70.00
12/27/2022	Kelly M. Hatfield	7 internal messages sent/reviewed	0.2	\$350.00	\$70.00
6/21/2023	Kelly M. Hatfield	7 internal messages sent/reviewed	0.2	\$350.00	\$70.00
7/3/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.2	\$350.00	\$70.00

7/30/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.2	\$350.00	\$70.00
8/12/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.1	\$350.00	\$35.00
10/30/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.4	\$350.00	\$140.00
11/13/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.2	\$350.00	\$70.00
5/1/2024	Jenna M. Koleson	70 internal messages sent/reviewed	0.5	\$350.00	\$175.00
6/27/2023	Kelly M. Hatfield	8 emails sent/reviewed regarding Saunders INV 90536	0.4	\$350.00	\$140.00
10/30/2023	Jenna M. Koleson	8 internal messages sent/reviewed	0.1	\$350.00	\$35.00
2/1/2024	Jenna M. Koleson	8 internal messages sent/reviewed	0.2	\$350.00	\$70.00

Exhibit 6.154

3/4/2024	Gabriel J. Pimentel	8 internal messages sent/reviewed	0.2	\$700.00	\$140.00
3/6/2024	Gabriel J. Pimentel	8 internal messages sent/reviewed	0.3	\$700.00	\$210.00
5/8/2024	Jenna M. Koleson	8 internal messages sent/reviewed	0.3	\$350.00	\$105.00
7/14/2024	Gabriel J. Pimentel	8 internal messages sent/reviewed	0.2	\$700.00	\$140.00
12/20/2023	Jenna M. Koleson	9 internal messages sent/reviewed	0.1	\$350.00	\$35.00
4/5/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.3	\$350.00	\$105.00
5/10/2024	Gabriel J. Pimentel	9 internal messages sent/reviewed	0.1	\$700.00	\$70.00
5/24/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.2	\$350.00	\$70.00

10/7/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.1	\$350.00	\$35.00
10/7/2024	Gabriel J. Pimentel	9 internal messages sent/reviewed	0.1	\$700.00	\$70.00
11/5/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to Cathy A. Lemke edited	0.1	\$350.00	\$35.00
10/20/2023	Jenna M. Koleson	Amended PAGA Notice to Cathy A. Lemke reviewed	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to ER edited	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to ER edited and reviewed	0.1	\$350.00	\$35.00
11/7/2022	Kelly M. Hatfield	Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00

11/22/2022	Kelly M. Hatfield	Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
3/2/2023	Kelly M. Hatfield	Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
10/18/2023	Gabriel J. Pimentel	Amended PAGA Notice to ER reviewed	0.1	\$700.00	\$70.00
11/15/2023	Jenna M. Koleson	Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
4/15/2024	Jenna M. Koleson	Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	Amended PAGA Notice to ER reviewed	0.8	\$350.00	\$280.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to Fred A. Lemke edited	0.1	\$350.00	\$35.00
11/7/2022	Kelly M. Hatfield	Amended PAGA Notice to Fred A. Lemke reviewed	0.1	\$350.00	\$35.00

11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to LWDA edited and reviewed	0.1	\$350.00	\$35.00
11/22/2022	Kelly M. Hatfield	Amended PAGA Notice to LWDA reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	August 17, 2023 Minute Order reviewed	0.1	\$350.00	\$35.00
7/17/2023	Kelly M. Hatfield	C76703 ROONEY edited	0.1	\$350.00	\$35.00
2/25/2025	Jenna M. Koleson	Call DC re settlement agreement attended	0.5	\$350.00	\$175.00
7/15/2024	Gabriel J. Pimentel	Call to discuss MP attended	0.5	\$700.00	\$350.00
7/15/2024	Jenna M. Koleson	Call to discuss MP attended	0.5	\$350.00	\$175.00
5/6/2024	Jenna M. Koleson	Call w Client re Mediation Prep attended	0.5	\$350.00	\$175.00
7/11/2024	Jenna M. Koleson	Call w Michael Strauss attended	0.5	\$350.00	\$175.00

7/6/2023	Kelly M. Hatfield	Call w/ Expert attended	0.5	\$350.00	\$175.00
6/26/2023	Kelly M. Hatfield	Call w/ mediator attended	0.5	\$350.00	\$175.00
7/5/2023	Kelly M. Hatfield	Call w/ OC re doc production and expert info attended	0.5	\$350.00	\$175.00
7/3/2023	Kelly M. Hatfield	Call with Kelly/Gabriel re expert info attended	0.5	\$350.00	\$175.00
7/3/2023	Gabriel J. Pimentel	Call with Kelly/Gabriel re expert info attended	0.5	\$700.00	\$350.00
10/20/2023	Jenna M. Koleson	Call with Kerrie Merrifield attended	0.5	\$350.00	\$175.00
4/8/2024	Jenna M. Koleson	Caron Complaint (Filed 8.29.23) reviewed	0.2	\$350.00	\$70.00

12/7/2023	Jenna M. Koleson	Case Management Conference - no appearance required; continued (Dept. 27) attended	0.5	\$350.00	\$175.00
5/8/2024	Jenna M. Koleson	Chesley Interview reviewed	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Chesley Interview reviewed	0.2	\$350.00	\$70.00
12/12/2022	Kelly M. Hatfield	Civil Case Cover Sheet edited	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	Class Action Complaint (Conformed) reviewed	0.1	\$350.00	\$35.00
11/15/2023	Jenna M. Koleson	Class Action Complaint (Conformed) reviewed	0.1	\$350.00	\$35.00

11/13/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.1	\$350.00	\$35.00
11/14/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.3	\$350.00	\$105.00
11/27/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.1	\$350.00	\$35.00
12/11/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.1	\$350.00	\$35.00
10/23/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL created, then reviewed	0.2	\$350.00	\$70.00

1/13/2025	Jenna M. Koleson	Class Settlement Agreement - FINAL plus additional redlines created, then edited	0.2	\$350.00	\$70.00
2/11/2025	Jenna M. Koleson	Class Settlement Agreement - FINAL plus additional redlines edited	0.1	\$350.00	\$35.00
3/25/2025	Jenna M. Koleson	Class Settlement Agreement - Fully Executed reviewed	0.1	\$350.00	\$35.00
10/7/2024	Jenna M. Koleson	Class Settlement Agreement - JMK Redlines created, then edited	0.9	\$350.00	\$315.00
10/7/2024	Gabriel J. Pimentel	Class Settlement Agreement - JMK Redlines reviewed	0.1	\$700.00	\$70.00

10/7/2024	Jenna M. Koleson	Class Settlement Agreement - Plaintiff's Redlines edited	0.2	\$350.00	\$70.00
10/23/2024	Jenna M. Koleson	Class Settlement Agreement - Plaintiff's Redlines reviewed	0.1	\$350.00	\$35.00
11/22/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour created, then edited	0.6	\$350.00	\$210.00
11/28/2022	Gabriel J. Pimentel	Complaint Class Action Wage & Hour edited	0.1	\$700.00	\$70.00
12/12/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour edited	0.3	\$350.00	\$105.00
12/13/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour edited	0.4	\$350.00	\$140.00

12/13/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour reviewed	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	Continued CMC (Dept 23) attended	0.5	\$350.00	\$175.00
4/26/2024	Jenna M. Koleson	Continued CMC (Dept. 27) attended	0.5	\$350.00	\$175.00
8/23/2024	Jenna M. Koleson	Continued CMC attended	0.5	\$350.00	\$175.00
1/24/2025	Jenna M. Koleson	Continued CMC attended	0.5	\$350.00	\$175.00
5/23/2023	Gabriel J. Pimentel	County of Sacramento Payment Receipt - Jerime Saunders reviewed	0.1	\$700.00	\$70.00
11/13/2024	Jenna M. Koleson	cv-class-settlement-checklist- 010424 edited and reviewed	0.3	\$350.00	\$105.00

11/14/2024	Jenna M. Koleson	cv-class-settlement-checklist-010424 edited and reviewed	0.5	\$350.00	\$175.00
12/11/2024	Jenna M. Koleson	cv-class-settlement-checklist-010424 reviewed	0.1	\$350.00	\$35.00
3/25/2025	Jenna M. Koleson	cv-class-settlement-checklist-010424 reviewed	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	cv-class-settlement-checklist-110123 created	0.1	\$350.00	\$35.00
3/7/2024	Jenna M. Koleson	Declaration of Jenna M. Koleson ISO Opposition and Motion to Stay edited	0.1	\$350.00	\$35.00
6/9/2023	Kelly M. Hatfield	DEF 000168-002367 created	0.1	\$350.00	\$35.00
6/16/2023	Kelly M. Hatfield	DEF 000168-002367 reviewed	0.5	\$350.00	\$175.00

10/18/2023	Gabriel J. Pimentel	DEF 000168-002367 reviewed	0.1	\$700.00	\$70.00
5/1/2024	Jenna M. Koleson	DEF 000168-002367 reviewed	0.3	\$350.00	\$105.00
5/1/2024	Jenna M. Koleson	DEF 000168-002367 reviewed	0.1	\$350.00	\$35.00
1/17/2024	Jenna M. Koleson	DEF 002368-002390 edited	0.2	\$350.00	\$70.00
4/24/2024	Jenna M. Koleson	DEF 002368-002390 reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF 002368-002390 reviewed	0.2	\$350.00	\$70.00
5/2/2024	Jenna M. Koleson	DEF 002368-002390 reviewed	0.1	\$350.00	\$35.00
1/17/2024	Jenna M. Koleson	DEF 002391-002408 reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF 003505-DEF 004607 reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF 004608-DEF 007404 reviewed	0.4	\$350.00	\$140.00

5/1/2024	Jenna M. Koleson	DEF 007405-DEF 008144 reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF 008145-012044 reviewed	0.5	\$350.00	\$175.00
5/1/2024	Jenna M. Koleson	DEF 008145-012044 w JMK comments created, then reviewed	0.2	\$350.00	\$70.00
5/2/2024	Jenna M. Koleson	DEF 008145-012044 w JMK comments reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF 012045-015231 reviewed	0.5	\$350.00	\$175.00
5/1/2024	Jenna M. Koleson	DEF 012045-015231 w JMK comments reviewed	0.3	\$350.00	\$105.00
5/2/2024	Jenna M. Koleson	DEF 012045-015231 w JMK comments reviewed	0.1	\$350.00	\$35.00

5/1/2024	Jenna M. Koleson	DEF008189 Late Lunch reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF008189 Late Lunch reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	DEF008235 Timecard Detail Report 070123-071523 reviewed	0.1	\$350.00	\$35.00
7/5/2024	Jenna M. Koleson	DEF008235 Timecard Detail Report 070123-071523 reviewed	0.2	\$350.00	\$70.00
5/1/2024	Jenna M. Koleson	DEF012065-DEF012067 created, then edited and reviewed	0.2	\$350.00	\$70.00
12/12/2022	Kelly M. Hatfield	Draft Civil Case Cover Sheet created	0.1	\$350.00	\$35.00

12/13/2022	Kelly M. Hatfield	Draft Civil Case Cover Sheet edited and reviewed	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	DRAFT Declaration of Jenna M. Koleson edited	0.1	\$350.00	\$35.00
3/7/2024	Jenna M. Koleson	DRAFT Declaration of Jenna M. Koleson edited	0.5	\$350.00	\$175.00
3/25/2025	Jenna M. Koleson	DRAFT Declaration of Jenna M. Koleson edited and reviewed	1.4	\$350.00	\$490.00
3/25/2025	Jenna M. Koleson	DRAFT Declaration of Plaintiff Jerime Saunders edited	0.2	\$350.00	\$70.00
4/8/2024	Jenna M. Koleson	DRAFT EXHIBIT 1 REDLINED Second Amended Complaint edited and reviewed	0.4	\$350.00	\$140.00

4/8/2024	Jenna M. Koleson	DRAFT EXHIBIT 2 Second Amended Complaint edited and reviewed	0.6	\$350.00	\$210.00
4/15/2024	Jenna M. Koleson	DRAFT EXHIBIT 2 Second Amended Complaint reviewed	0.1	\$350.00	\$35.00
1/8/2025	Jenna M. Koleson	DRAFT Joint CMS edited	0.4	\$350.00	\$140.00
4/11/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 edited	0.1	\$350.00	\$35.00
4/10/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 edited and reviewed	0.4	\$350.00	\$140.00
4/24/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 reviewed	0.2	\$350.00	\$70.00
7/1/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 reviewed	0.1	\$350.00	\$35.00
8/7/2024	Jenna M. Koleson	DRAFT Joint CMS 08.23.24 edited and reviewed	0.4	\$350.00	\$140.00

11/9/2023	Jenna M. Koleson	DRAFT Joint CMS re 12723 CMC created, then edited	0.3	\$350.00	\$105.00
11/9/2023	Gabriel J. Pimentel	DRAFT Joint CMS re 12723 CMC edited	0.1	\$700.00	\$70.00
3/1/2024	Jenna M. Koleson	DRAFT Joint Stipulation re SAC created, then edited	0.7	\$350.00	\$245.00
3/4/2024	Jenna M. Koleson	DRAFT Joint Stipulation re SAC edited	0.4	\$350.00	\$140.00
4/8/2024	Jenna M. Koleson	DRAFT Joint Stipulation re SAC edited and reviewed	0.3	\$350.00	\$105.00
3/4/2024	Gabriel J. Pimentel	DRAFT Joint Stipulation re SAC reviewed	0.1	\$700.00	\$70.00

4/24/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] created, then edited and reviewed	0.6	\$350.00	\$210.00
5/1/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] edited	2.5	\$350.00	\$875.00
5/8/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] reviewed	0.8	\$350.00	\$280.00
5/8/2024	Gabriel J. Pimentel	DRAFT Mediation Model to Counsel [w/o corp] reviewed	0.3	\$700.00	\$210.00
7/9/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] reviewed	4.3	\$350.00	\$1,505.00

Exhibit 6.172

2/2/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.2	\$350.00	\$70.00
2/6/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.3	\$350.00	\$105.00
2/7/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.2	\$350.00	\$70.00
4/22/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.1	\$350.00	\$35.00
4/23/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.4	\$350.00	\$140.00
4/24/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.3	\$350.00	\$105.00
12/11/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.3	\$350.00	\$105.00

7/10/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.4	\$350.00	\$140.00
7/11/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.6	\$350.00	\$210.00
7/15/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.7	\$350.00	\$245.00
7/16/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.2	\$350.00	\$70.00

11/13/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval created, then edited	4	\$350.00	\$1,400.00
11/14/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited	0.5	\$350.00	\$175.00
11/27/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited	1.1	\$350.00	\$385.00
12/11/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited	5	\$350.00	\$1,750.00
12/13/2024	Gabriel J. Pimentel	DRAFT Motion for Preliminary Approval edited	0.9	\$700.00	\$630.00
12/15/2024	Gabriel J. Pimentel	DRAFT Motion for Preliminary Approval edited	1.2	\$700.00	\$840.00

3/25/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited and reviewed	4	\$350.00	\$1,400.00
1/28/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval reviewed	0.1	\$350.00	\$35.00
1/29/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval reviewed	0.9	\$350.00	\$315.00
2/12/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval reviewed	0.1	\$350.00	\$35.00
7/25/2024	Jenna M. Koleson	DRAFT MOU re Settlement - JMK Redlines created, then edited	0.2	\$350.00	\$70.00
7/30/2024	Jenna M. Koleson	DRAFT MOU re Settlement - JMK Redlines edited	0.1	\$350.00	\$35.00

Exhibit 6.176

7/31/2024	Jenna M. Koleson	DRAFT MOU re Settlement - JMK Redlines edited	0.1	\$350.00	\$35.00
7/30/2024	Gabriel J. Pimentel	DRAFT MOU re Settlement - JMK Redlines reviewed	0.2	\$700.00	\$140.00
3/4/2024	Jenna M. Koleson	DRAFT Opposition to Petition for Coordination & Motion to Stay created, then edited	0.5	\$350.00	\$175.00
3/5/2024	Jenna M. Koleson	DRAFT Opposition to Petition for Coordination & Motion to Stay edited	6.7	\$350.00	\$2,345.00

3/6/2024	Jenna M. Koleson	DRAFT Opposition to Petition for Coordination and Stay of Actions edited and reviewed	0.2	\$350.00	\$70.00
3/7/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Motion to Stay the Caron Action edited	1	\$350.00	\$350.00
3/29/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Motion to Stay the Caron Action reviewed	0.3	\$350.00	\$105.00
3/6/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Motion to Stay the Caron Action w GJP edits edited	0.1	\$350.00	\$35.00

3/7/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions edited	0.7	\$350.00	\$245.00
3/29/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.4	\$350.00	\$140.00

11/27/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.1	\$350.00	\$35.00
3/4/2025	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.3	\$350.00	\$105.00
3/6/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders's Motion to Stay the Caron Action edited	6.2	\$350.00	\$2,170.00
1/9/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief created	0.1	\$350.00	\$35.00

1/10/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.7	\$350.00	\$245.00
1/11/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.4	\$350.00	\$140.00
1/17/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	1.5	\$350.00	\$525.00
1/26/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.3	\$350.00	\$105.00
2/2/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.1	\$350.00	\$35.00
4/16/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.5	\$350.00	\$175.00
4/24/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	5.8	\$350.00	\$2,030.00
4/30/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.2	\$350.00	\$70.00

5/1/2024	Gabriel J. Pimentel	DRAFT Plaintiff's Mediation Brief edited	0.8	\$700.00	\$560.00
4/22/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited and reviewed	0.5	\$350.00	\$175.00
5/1/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited and reviewed	6.9	\$350.00	\$2,415.00
5/2/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited and reviewed	1.9	\$350.00	\$665.00
3/5/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.1	\$350.00	\$35.00
4/15/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.2	\$350.00	\$70.00

7/8/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.3	\$350.00	\$105.00
3/17/2025	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.3	\$350.00	\$105.00
4/8/2024	Jenna M. Koleson	DRAFT Proposed Order edited	0.1	\$350.00	\$35.00
3/29/2024	Jenna M. Koleson	DRAFT Sacramento Notice of Opposition created, then edited	0.5	\$350.00	\$175.00
3/29/2024	Jenna M. Koleson	DRAFT Santa Clara Notice of Opposition edited	0.1	\$350.00	\$35.00
3/4/2025	Jenna M. Koleson	DRAFT Santa Clara Notice of Opposition reviewed	0.2	\$350.00	\$70.00

3/1/2024	Jenna M. Koleson	DRAFT Second Amended Complaint created, then edited	0.8	\$350.00	\$280.00
3/4/2024	Jenna M. Koleson	DRAFT Second Amended Complaint edited	0.8	\$350.00	\$280.00
3/27/2024	Jenna M. Koleson	DRAFT Second Amended Complaint edited	0.7	\$350.00	\$245.00
3/4/2024	Gabriel J. Pimentel	DRAFT Second Amended Complaint reviewed	0.1	\$700.00	\$70.00
4/15/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to ER edited and reviewed	0.5	\$350.00	\$175.00
7/12/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to ER edited and reviewed	0.2	\$350.00	\$70.00

7/12/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to Fred A. Lemke reviewed	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to LWDA edited	0.1	\$350.00	\$35.00
7/2/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to LWDA reviewed	0.1	\$350.00	\$35.00
9/26/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to LWDA reviewed	0.1	\$350.00	\$35.00
12/12/2022	Kelly M. Hatfield	Draft Summons created	0.1	\$350.00	\$35.00
12/13/2022	Kelly M. Hatfield	Draft Summons edited and reviewed	0.1	\$350.00	\$35.00

10/1/2024	Jenna M. Koleson	DRAFT THIRD Amended PAGA Notice to ER created, then edited and reviewed	0.2	\$350.00	\$70.00
11/7/2024	Jenna M. Koleson	DRAFT THIRD Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
10/1/2024	Jenna M. Koleson	DRAFT THIRD Amended PAGA Notice to LWDA edited	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	DRAFT_Opposition_to_Petition_f or_Coordination_&_Motion_to_S tay GJP edits created, then reviewed	0.3	\$350.00	\$105.00

7/9/2024	Jenna M. Koleson	Email attachment reviewed - 2022-2023 Tax Returns - Produced 7.9.2024	0.3	\$350.00	\$105.00
2/29/2024	Jenna M. Koleson	Email attachment reviewed - 2024-02-28 Caron v. Progressive Housing - Declaration of Mehrdad Bokhour	0.1	\$350.00	\$35.00
2/29/2024	Jenna M. Koleson	Email attachment reviewed - 2024-02-28 Caron v. Progressive Housing - Petition for Coordination	0.1	\$350.00	\$35.00

10/23/2024	Jenna M. Koleson	Email attachment reviewed - Class Settlement Agreement - PS Edits 101324	0.2	\$350.00	\$70.00
2/1/2024	Jenna M. Koleson	Email attachment reviewed - DRAFT Mediation Model to Counsel	0.4	\$350.00	\$140.00
8/7/2024	Jenna M. Koleson	Email attachment reviewed - DRAFT MOU re Settlement PS Edits 8.6.24	0.1	\$350.00	\$35.00
7/25/2024	Jenna M. Koleson	Email attachment reviewed - MOU re Settlement - Saunders v. Progressive Housing - PS 7.17.24	0.2	\$350.00	\$70.00

1/24/2023	Kelly M. Hatfield	Email attachment reviewed - RH 847031	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	Email attachment reviewed - Updated Class List Information -- Produced for Mediation 4856-5189-0873 v.1	0.1	\$350.00	\$35.00
6/26/2023	Kelly M. Hatfield	Employee Contact Info edited	4	\$350.00	\$1,400.00
1/17/2024	Jenna M. Koleson	Employee Handbook Part 2 reviewed	0.1	\$350.00	\$35.00
6/29/2023	Kelly M. Hatfield	Employee Roster edited	0.9	\$350.00	\$315.00
6/14/2023	Kelly M. Hatfield	Employee Roster reviewed	0.1	\$350.00	\$35.00
6/15/2023	Kelly M. Hatfield	Employee Roster reviewed	0.2	\$350.00	\$70.00
7/3/2023	Kelly M. Hatfield	Employee Roster reviewed	0.1	\$350.00	\$35.00
7/6/2023	Kelly M. Hatfield	Employee Roster reviewed	0.7	\$350.00	\$245.00

7/14/2023	Kelly M. Hatfield	Employee Roster reviewed	0.4	\$350.00	\$140.00
7/17/2023	Kelly M. Hatfield	Employee Roster reviewed	0.1	\$350.00	\$35.00
10/18/2023	Gabriel J. Pimentel	Employee Roster reviewed	0.1	\$700.00	\$70.00
1/26/2024	Jenna M. Koleson	Employee Roster reviewed	0.1	\$350.00	\$35.00
10/20/2023	Jenna M. Koleson	Example for Expert in SAUNDERS -- Arana v Statewide Towing Mediation Analysis 6-22- 2021 created	0.1	\$350.00	\$35.00
3/29/2024	Jenna M. Koleson	Exhibit 1 created, then reviewed	0.1	\$350.00	\$35.00
4/8/2024	Jenna M. Koleson	EXHIBIT 2 Second Amended Complaint edited	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	Exhibit A edited	0.1	\$350.00	\$35.00
5/2/2024	Jenna M. Koleson	Exhibit A Happy Daze RV Employee Handbook reviewed	0.1	\$350.00	\$35.00

5/2/2024	Jenna M. Koleson	Exhibit B Photos of the Shop at Happy Daze RV created	0.1	\$350.00	\$35.00
5/2/2024	Jenna M. Koleson	Exhibit C Data from July 1 - 15, 2023 Pay Period created	0.1	\$350.00	\$35.00
5/2/2024	Jenna M. Koleson	Exhibit D Voluntary Missed Meal Break Acknowledgment created	0.1	\$350.00	\$35.00
5/2/2024	Jenna M. Koleson	Exhibit E Involuntary Missed Meal Break Report created, then reviewed	0.2	\$350.00	\$70.00
3/25/2025	Jenna M. Koleson	Exhibit X Consolidated PAGA Notices created	0.1	\$350.00	\$35.00
3/25/2025	Jenna M. Koleson	Exhibit X Consolidated Pleadings created, then reviewed	0.1	\$350.00	\$35.00

5/23/2023	Gabriel J. Pimentel	First Amended Complaint (conformed) reviewed	0.1	\$700.00	\$70.00
6/13/2023	Kelly M. Hatfield	First Amended Complaint (conformed) reviewed	0.1	\$350.00	\$35.00
6/14/2023	Kelly M. Hatfield	First Amended Complaint (conformed) reviewed	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	First Amended Complaint (conformed) reviewed	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	First Amended Complaint (conformed) reviewed	0.1	\$350.00	\$35.00
1/29/2024	Jenna M. Koleson	First Amended Complaint (conformed) reviewed	0.1	\$350.00	\$35.00

2/5/2024	Jenna M. Koleson	First Amended Complaint (conformed) reviewed	0.4	\$350.00	\$140.00
1/9/2023	Kelly M. Hatfield	First Amended Complaint edited	0.5	\$350.00	\$175.00
1/9/2023	Kelly M. Hatfield	First Amended Complaint edited	0.1	\$350.00	\$35.00
1/11/2024	Jenna M. Koleson	First Amended Complaint reviewed	0.1	\$350.00	\$35.00
10/7/2024	Jenna M. Koleson	First Amended Complaint reviewed	0.1	\$350.00	\$35.00
7/5/2024	Jenna M. Koleson	Follow up Call w Mediator attended	0.5	\$350.00	\$175.00
7/9/2024	Jenna M. Koleson	Follow up Mediation Session attended	3	\$350.00	\$1,050.00
7/9/2024	Gabriel J. Pimentel	Follow up Mediation Session attended	3	\$700.00	\$2,100.00

3/5/2024	Jenna M. Koleson	Franklin & Franklin v. 7-Eleven Owners For Fair Franchising reviewed	0.1	\$350.00	\$35.00
8/14/2024	Jenna M. Koleson	Fully Executed MOU created, then edited	0.1	\$350.00	\$35.00
10/7/2024	Jenna M. Koleson	Fully Executed MOU reviewed	0.1	\$350.00	\$35.00
11/14/2024	Jenna M. Koleson	Fully Executed MOU reviewed	0.1	\$350.00	\$35.00
12/13/2024	Gabriel J. Pimentel	Fully Executed MOU reviewed	0.1	\$700.00	\$70.00
1/17/2024	Jenna M. Koleson	Happy Daze RV Job Posting reviewed	0.1	\$350.00	\$35.00

3/7/2024	Jenna M. Koleson	JCCP 5319_Conformed-Caption Pg_POS_Petition for Coordination_MPA ISO_Decl ISO_PROPOSED Order_29 FEB 2024 reviewed	0.1	\$350.00	\$35.00
4/10/2024	Jenna M. Koleson	JCCP 5319_JC- Conformed_Plaintiff Saunders Opposition to Plaintiff Caron Petition for Coordination_MPA ISO_07 MAR 2024 reviewed	0.2	\$350.00	\$70.00

4/12/2024	Gabriel J. Pimentel	JCCP 5319_JC- Conformed_Plaintiff Saunders Opposition to Plaintiff Caron Petition for Coordination_MPA ISO_07 MAR 2024 reviewed	0.1	\$700.00	\$70.00
8/2/2023	Kelly M. Hatfield	Joint CMC Statement [KH edits] created, then edited	0.7	\$350.00	\$245.00
1/31/2024	Jenna M. Koleson	Joint CMC Statement Final reviewed	0.2	\$350.00	\$70.00
1/31/2024	Jenna M. Koleson	Joint CMC Statement reviewed	0.1	\$350.00	\$35.00
4/11/2024	Jenna M. Koleson	Joint CMS 04.26.24 edited	0.1	\$350.00	\$35.00
4/11/2024	Jenna M. Koleson	Joint CMS 04.26.24 edited	0.1	\$350.00	\$35.00

4/24/2024	Jenna M. Koleson	Joint CMS 04.26.24 reviewed	0.5	\$350.00	\$175.00
8/7/2024	Jenna M. Koleson	Joint CMS 08.23.24 edited	0.1	\$350.00	\$35.00
11/20/2023	Jenna M. Koleson	Joint CMS re 12723 CMC - DRAFT edited	0.1	\$350.00	\$35.00
4/11/2024	Jenna M. Koleson	Joint CMS re 12723 CMC - DRAFT reviewed	0.1	\$350.00	\$35.00
11/20/2023	Jenna M. Koleson	Joint CMS re 12723 CMC edited	0.1	\$350.00	\$35.00
11/20/2023	Jenna M. Koleson	Joint CMS re 12723 CMC edited and reviewed	0.1	\$350.00	\$35.00
4/8/2024	Jenna M. Koleson	Joint Stipulation re SAC reviewed	0.1	\$350.00	\$35.00
4/15/2024	Jenna M. Koleson	Joint Stipulation re SAC w Exhibits (Conformed) reviewed	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	Joint Stipulation re SAC w Exhibits (Conformed) reviewed	0.2	\$350.00	\$70.00

4/8/2024	Jenna M. Koleson	Joint Stipulation re SAC w Exhibits created, then edited	0.1	\$350.00	\$35.00
9/22/2023	Gabriel J. Pimentel	Matter admin	0.1	\$700.00	\$70.00
8/18/2022	Kelly M. Hatfield	Matter admin	0.1	\$350.00	\$35.00
8/23/2022	Kelly M. Hatfield	Matter admin	0.1	\$350.00	\$35.00
9/28/2022	Kelly M. Hatfield	Matter admin	0.1	\$350.00	\$35.00
11/22/2022	Kelly M. Hatfield	Matter admin	0.1	\$350.00	\$35.00
1/26/2023	Kelly M. Hatfield	Matter admin	0.1	\$350.00	\$35.00
2/23/2023	Kelly M. Hatfield	Matter admin	0.1	\$350.00	\$35.00
5/23/2023	Gabriel J. Pimentel	Matter admin	0.1	\$700.00	\$70.00
3/5/2024	Jenna M. Koleson	McGhan Medical Corp. v. Superior Court reviewed	0.2	\$350.00	\$70.00
5/10/2024	Jenna M. Koleson	Mediation (Zoom) attended	8	\$350.00	\$2,800.00
5/10/2024	Gabriel J. Pimentel	Mediation (Zoom) attended	8	\$700.00	\$5,600.00
10/27/2023	Jenna M. Koleson	Mediation Disclosure created	0.1	\$350.00	\$35.00
10/27/2023	Jenna M. Koleson	Mediation Disclosure created	0.1	\$350.00	\$35.00

4/22/2024	Jenna M. Koleson	Meeting w Mediator attended	0.5	\$350.00	\$175.00
6/27/2023	Kelly M. Hatfield	Memo created -	0.1	\$350.00	\$35.00
8/9/2023	Kelly M. Hatfield	Memo created - Additional Questions answered by witnesses	0.1	\$350.00	\$35.00
3/5/2024	Jenna M. Koleson	Memo created - analysis	0.5	\$350.00	\$175.00
4/25/2024	Jenna M. Koleson	Memo created - ask for control date at CMC	0.1	\$350.00	\$35.00
7/6/2023	Kelly M. Hatfield	Memo created - Call w/ Expert	0.1	\$350.00	\$35.00
8/2/2023	Kelly M. Hatfield	Memo created - Call w/ OC	0.1	\$350.00	\$35.00
3/2/2023	Kelly M. Hatfield	Memo created - Call w/ OC	0.1	\$350.00	\$35.00
11/27/2024	Jenna M. Koleson	Memo created - Caselaw re CMO	0.2	\$350.00	\$70.00

5/8/2024	Gabriel J. Pimentel	Memo created - Client's Individual Damages	0.2	\$700.00	\$140.00
4/26/2024	Jenna M. Koleson	Memo created - Department 23 To join by Zoom link - htt	0.1	\$350.00	\$35.00
7/31/2024	Jenna M. Koleson	Memo created - Dylan - None of the aggrieved employees	0.1	\$350.00	\$35.00
7/5/2024	Jenna M. Koleson	Memo created - follow up w joann	0.1	\$350.00	\$35.00
12/19/2023	Jenna M. Koleson	Memo created - Mediation Prep	0.3	\$350.00	\$105.00
3/6/2024	Jenna M. Koleson	Memo created - notes from JCCP	0.1	\$350.00	\$35.00
2/1/2024	Jenna M. Koleson	Memo created - overlap of claims spreadsheet what's the	0.1	\$350.00	\$35.00

3/4/2024	Jenna M. Koleson	Memo created - Plaintiff incorporates, by reference all	0.1	\$350.00	\$35.00
6/14/2023	Kelly M. Hatfield	Memo created - Request Additional Info	0.1	\$350.00	\$35.00
11/28/2022	Kelly M. Hatfield	Memo created - Update re ER	0.1	\$350.00	\$35.00
7/9/2024	Jenna M. Koleson	Memo created - while we appreciate the production of th	0.2	\$350.00	\$70.00
5/10/2024	Jenna M. Koleson	Memo created - Workweek Data	0.1	\$350.00	\$35.00
7/14/2023	Kelly M. Hatfield	Memo created, then edited - Additional Questions to Ask Witnesses	0.3	\$350.00	\$105.00
10/31/2022	Kelly M. Hatfield	Memo created, then edited - Call from Fred Lemke	0.1	\$350.00	\$35.00

1/29/2024	Jenna M. Koleson	Memo created, then edited - call w DC	0.3	\$350.00	\$105.00
1/26/2024	Jenna M. Koleson	Memo created, then edited - Call with Expert 1/26	0.2	\$350.00	\$70.00
11/1/2023	Jenna M. Koleson	Memo created, then edited - Call with Merrifield 11/1/23	0.1	\$350.00	\$35.00
9/11/2023	Kelly M. Hatfield	Memo created, then edited - Case Update	0.1	\$350.00	\$35.00
3/4/2024	Jenna M. Koleson	Memo created, then edited - CCP 404: When civil actions sharing a co	0.2	\$350.00	\$70.00
2/29/2024	Jenna M. Koleson	Memo created, then edited - chat w GJP	0.5	\$350.00	\$175.00

6/27/2023	Kelly M. Hatfield	Memo created, then edited - Chesley Interview	0.2	\$350.00	\$70.00
11/22/2023	Jenna M. Koleson	Memo created, then edited - Damages Expert Information	0.3	\$350.00	\$105.00
6/16/2023	Kelly M. Hatfield	Memo created, then edited - Employees Contact Info	1.5	\$350.00	\$525.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Hahgner Interview	0.2	\$350.00	\$70.00
3/1/2024	Jenna M. Koleson	Memo created, then edited - jorge valasquez for sample motion to sta	0.3	\$350.00	\$105.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Lamont Interview	0.2	\$350.00	\$70.00

Exhibit 6.203

5/10/2024	Jenna M. Koleson	Memo created, then edited - Mediation	3.4	\$350.00	\$1,190.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Pressler Interview	0.2	\$350.00	\$70.00
5/9/2024	Jenna M. Koleson	Memo created, then edited - recalling witnesses	0.5	\$350.00	\$175.00
2/7/2024	Jenna M. Koleson	Memo created, then edited - regular rate claim failure to pay sick w	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Text with Jerime	0.1	\$350.00	\$35.00
6/16/2023	Kelly M. Hatfield	Memo created, then edited - USA Express Interviews	0.1	\$350.00	\$35.00

Exhibit 6.204

7/14/2023	Kelly M. Hatfield	Memo created, then edited - Vannname Interview	0.9	\$350.00	\$315.00
8/15/2022	Kelly M. Hatfield	Memo created, then edited - Worked at Happy Daze RV from the first w	0.5	\$350.00	\$175.00
7/1/2024	Jenna M. Koleson	Memo created, then edited - Zoom re Financial w DC	0.5	\$350.00	\$175.00
7/15/2024	Jenna M. Koleson	Memo created, then edited and reviewed - call w GJP	0.3	\$350.00	\$105.00
4/22/2024	Jenna M. Koleson	Memo created, then edited and reviewed - call w mediator 4/22 @ 8AM	0.4	\$350.00	\$140.00

10/20/2023	Jenna M. Koleson	Memo created, then edited and reviewed - Call with Merrifield	0.1	\$350.00	\$35.00
11/15/2023	Jenna M. Koleson	Memo created, then edited and reviewed - Call with Merrifield 11/15/23	0.4	\$350.00	\$140.00
10/23/2023	Jenna M. Koleson	Memo created, then edited and reviewed - File Review	1	\$350.00	\$350.00
5/1/2024	Jenna M. Koleson	Memo created, then edited and reviewed - Meal Period Issues	2.2	\$350.00	\$770.00
5/8/2024	Jenna M. Koleson	Memo created, then edited and reviewed - mediation prep w GJP & client	3.3	\$350.00	\$1,155.00

Exhibit 6.206

4/24/2024	Jenna M. Koleson	Memo created, then edited and reviewed - Mediation Preparation	1.5	\$350.00	\$525.00
7/14/2024	Jenna M. Koleson	Memo created, then edited and reviewed - Mediator's Proposal	1.2	\$350.00	\$420.00
7/9/2024	Jenna M. Koleson	Memo created, then reviewed - call w GJP	0.3	\$350.00	\$105.00
6/28/2023	Kelly M. Hatfield	Memo created, then reviewed - Call w/ Expert	0.3	\$350.00	\$105.00
6/2/2023	Kelly M. Hatfield	Memo created, then reviewed - Requested Info for Mediation	0.1	\$350.00	\$35.00

7/1/2024	Jenna M. Koleson	Memo created, then reviewed - Thoughts re financial inability to pay argument	0.8	\$350.00	\$280.00
2/23/2024	Jenna M. Koleson	Memo edited - Additional Questions answered by witnesses	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo edited - Additional Questions to Ask Witnesses	0.1	\$350.00	\$35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Call from Fred Lemke	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call from Fred Lemke	0.1	\$350.00	\$35.00
2/1/2024	Jenna M. Koleson	Memo edited - call w DC	0.1	\$350.00	\$35.00
2/6/2024	Jenna M. Koleson	Memo edited - call w DC	0.1	\$350.00	\$35.00

Exhibit 6.208

10/1/2024	Jenna M. Koleson	Memo edited - call w GJP	0.1	\$350.00	\$35.00
7/3/2023	Kelly M. Hatfield	Memo edited - Call w/ Expert	0.1	\$350.00	\$35.00
10/20/2023	Jenna M. Koleson	Memo edited - Call w/ Expert	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call w/ Expert	0.1	\$350.00	\$35.00
3/14/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$350.00	\$35.00
6/2/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$350.00	\$35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$350.00	\$35.00
6/9/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call w/ OC	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 10/20/23	0.2	\$350.00	\$70.00

11/9/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 11/1/23	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 11/15/23	0.2	\$350.00	\$70.00
12/19/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 11/15/23	0.1	\$350.00	\$35.00
9/14/2023	Kelly M. Hatfield	Memo edited - Case Update	0.1	\$350.00	\$35.00
9/15/2023	Kelly M. Hatfield	Memo edited - Case Update	0.1	\$350.00	\$35.00
9/19/2023	Gabriel J. Pimentel	Memo edited - Case Update	0.1	\$700.00	\$70.00
10/20/2023	Jenna M. Koleson	Memo edited - Case Update	0.1	\$350.00	\$35.00
1/26/2024	Jenna M. Koleson	Memo edited - Case Update	0.1	\$350.00	\$35.00
4/4/2024	Jenna M. Koleson	Memo edited - chat w GJP	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Chesley Interview	0.1	\$350.00	\$35.00

Exhibit 6.210

7/15/2024	Jenna M. Koleson	Memo edited - Client's Individual Damages	0.1	\$350.00	\$35.00
11/28/2023	Gabriel J. Pimentel	Memo edited - Damages Expert Information	0.1	\$700.00	\$70.00
11/29/2023	Jenna M. Koleson	Memo edited - Damages Expert Information	0.1	\$350.00	\$35.00
8/12/2024	Jenna M. Koleson	Memo edited - Dylan - None of the aggrieved employees	0.9	\$350.00	\$315.00
11/14/2024	Jenna M. Koleson	Memo edited - Dylan - None of the aggrieved employees	0.1	\$350.00	\$35.00
6/20/2023	Kelly M. Hatfield	Memo edited - Employees Contact Info	1	\$350.00	\$350.00
10/23/2023	Jenna M. Koleson	Memo edited - Employees Contact Info	0.1	\$350.00	\$35.00

11/9/2023	Jenna M. Koleson	Memo edited - File Review	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo edited - Hahner Interview	0.1	\$350.00	\$35.00
8/24/2022	Gabriel J. Pimentel	Memo edited - Initial Intake	0.1	\$700.00	\$70.00
4/7/2023	Kelly M. Hatfield	Memo edited - Initial Intake	0.1	\$350.00	\$35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Initial Intake	0.1	\$350.00	\$35.00
6/13/2023	Kelly M. Hatfield	Memo edited - Initial Intake	0.1	\$350.00	\$35.00
3/4/2024	Jenna M. Koleson	Memo edited - jorge valasquez for sample motion to sta	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	Memo edited - jorge valasquez for sample motion to sta	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo edited - Lamont Interview	0.1	\$350.00	\$35.00

Exhibit 6.212

7/14/2024	Jenna M. Koleson	Memo edited - Meal Period Issues	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Memo edited - Meal Period Issues	0.1	\$350.00	\$35.00
4/25/2024	Jenna M. Koleson	Memo edited - Mediation Brief Notes	0.5	\$350.00	\$175.00
4/25/2024	Gabriel J. Pimentel	Memo edited - Mediation Brief Notes	0.1	\$700.00	\$70.00
12/20/2023	Jenna M. Koleson	Memo edited - Mediation Prep	0.1	\$350.00	\$35.00
1/29/2024	Jenna M. Koleson	Memo edited - Mediation Prep	0.1	\$350.00	\$35.00
5/9/2024	Jenna M. Koleson	Memo edited - mediation prep w GJP & client	1.1	\$350.00	\$385.00
7/19/2024	Jenna M. Koleson	Memo edited - Mediator's Proposal	0.1	\$350.00	\$35.00
3/7/2024	Jenna M. Koleson	Memo edited - notes from JCCP	0.1	\$350.00	\$35.00

Exhibit 6.213

7/11/2024	Jenna M. Koleson	Memo edited - notes re mediator's proposal	0.2	\$350.00	\$70.00
7/19/2024	Jenna M. Koleson	Memo edited - notes re mediator's proposal	0.1	\$350.00	\$35.00
10/7/2024	Jenna M. Koleson	Memo edited - notes re mediator's proposal	0.1	\$350.00	\$35.00
2/6/2024	Jenna M. Koleson	Memo edited - overlap of claims spreadsheet what's the	0.2	\$350.00	\$70.00
2/6/2024	Gabriel J. Pimentel	Memo edited - overlap of claims spreadsheet what's the	0.1	\$700.00	\$70.00
4/24/2024	Jenna M. Koleson	Memo edited - Plaintiff incorporates, by reference all	0.1	\$350.00	\$35.00

7/5/2023	Kelly M. Hatfield	Memo edited - Pressler Interview	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo edited - Pressler Interview	0.1	\$350.00	\$35.00
5/10/2024	Jenna M. Koleson	Memo edited - recalling witnesses	0.1	\$350.00	\$35.00
2/8/2024	Jenna M. Koleson	Memo edited - regular rate claim failure to pay sick w	0.1	\$350.00	\$35.00
2/23/2024	Jenna M. Koleson	Memo edited - regular rate claim failure to pay sick w	0.1	\$350.00	\$35.00
6/15/2023	Kelly M. Hatfield	Memo edited - Request Additional Info	0.1	\$350.00	\$35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Requested Info for Mediation	0.1	\$350.00	\$35.00

6/9/2023	Kelly M. Hatfield	Memo edited - Requested Info for Mediation	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo edited - Requested Info for Mediation	0.1	\$350.00	\$35.00
1/22/2025	Jenna M. Koleson	Memo edited - Rules for Motion Filings	0.2	\$350.00	\$70.00
1/27/2025	Jenna M. Koleson	Memo edited - Rules for Motion Filings	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Text with Jerime	0.1	\$350.00	\$35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Update re ER	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo edited - Update re ER	0.1	\$350.00	\$35.00
6/18/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$350.00	\$35.00

6/20/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$350.00	\$35.00
6/22/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$350.00	\$35.00
6/23/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$350.00	\$35.00
6/26/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$350.00	\$35.00
6/27/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.6	\$350.00	\$210.00
6/29/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.2	\$350.00	\$70.00
10/23/2023	Jenna M. Koleson	Memo edited - USA Express Interviews	0.1	\$350.00	\$35.00

Exhibit 6.217

10/23/2023	Jenna M. Koleson	Memo edited - Vannname Interview	0.1	\$350.00	\$35.00
7/10/2024	Jenna M. Koleson	Memo edited - while we appreciate the production of th	0.2	\$350.00	\$70.00
8/18/2022	Kelly M. Hatfield	Memo edited - Worked at Happy Daze RV from the first w	0.1	\$350.00	\$35.00
8/22/2022	Kelly M. Hatfield	Memo edited and reviewed -	0.3	\$350.00	\$105.00
10/23/2023	Jenna M. Koleson	Memo edited and reviewed - Additional Questions answered by witnesses	0.1	\$350.00	\$35.00
3/6/2024	Jenna M. Koleson	Memo edited and reviewed - analysis	0.1	\$350.00	\$35.00

5/1/2024	Jenna M. Koleson	Memo edited and reviewed - ask for control date at CMC	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	Memo edited and reviewed - call w mediator 4/22 @ 8AM	0.5	\$350.00	\$175.00
11/28/2023	Gabriel J. Pimentel	Memo edited and reviewed - Call with Merrifield 11/15/23	0.3	\$700.00	\$210.00
10/3/2023	Gabriel J. Pimentel	Memo edited and reviewed - Case Update	0.1	\$700.00	\$70.00
10/18/2023	Gabriel J. Pimentel	Memo edited and reviewed - Case Update	0.1	\$700.00	\$70.00
7/10/2024	Jenna M. Koleson	Memo edited and reviewed - Client's Individual Damages	0.1	\$350.00	\$35.00

Exhibit 6.219

12/19/2023	Jenna M. Koleson	Memo edited and reviewed - Damages Expert Information	0.2	\$350.00	\$70.00
6/27/2023	Kelly M. Hatfield	Memo edited and reviewed - Employees Contact Info	0.1	\$350.00	\$35.00
1/17/2024	Jenna M. Koleson	Memo edited and reviewed - File Review	0.1	\$350.00	\$35.00
7/9/2024	Jenna M. Koleson	Memo edited and reviewed - follow up w joann	2.6	\$350.00	\$910.00
10/18/2023	Gabriel J. Pimentel	Memo edited and reviewed - Initial Intake	0.1	\$700.00	\$70.00
5/6/2024	Jenna M. Koleson	Memo edited and reviewed - Meal Period Issues	2.7	\$350.00	\$945.00

5/13/2024	Jenna M. Koleson	Memo edited and reviewed - Mediation	1	\$350.00	\$350.00
5/1/2024	Jenna M. Koleson	Memo edited and reviewed - Mediation Brief Notes	0.7	\$350.00	\$245.00
1/17/2024	Jenna M. Koleson	Memo edited and reviewed - Mediation Prep	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Memo edited and reviewed - Mediator's Proposal	2.6	\$350.00	\$910.00
10/7/2024	Jenna M. Koleson	Memo edited and reviewed - Mediator's Proposal	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	Memo edited and reviewed - notes re mediator's proposal	0.1	\$350.00	\$35.00

2/7/2024	Jenna M. Koleson	Memo edited and reviewed - overlap of claims spreadsheet what's the	0.3	\$350.00	\$105.00
7/3/2024	Jenna M. Koleson	Memo edited and reviewed - Thoughts re financial inability to pay argument	3.3	\$350.00	\$1,155.00
7/5/2024	Jenna M. Koleson	Memo edited and reviewed - Thoughts re financial inability to pay argument	0.7	\$350.00	\$245.00
7/10/2024	Jenna M. Koleson	Memo edited and reviewed - Workweek Data	0.2	\$350.00	\$70.00
7/15/2024	Gabriel J. Pimentel	Memo re MP reviewed	0.1	\$700.00	\$70.00
8/23/2022	Gabriel J. Pimentel	Memo reviewed -	0.1	\$700.00	\$70.00
3/5/2024	Jenna M. Koleson	Memo reviewed -	0.1	\$350.00	\$35.00

Exhibit 6.222

5/1/2024	Jenna M. Koleson	Memo reviewed -	0.2	\$350.00	\$70.00
4/26/2024	Jenna M. Koleson	Memo reviewed - ask for control date at CMC	0.1	\$350.00	\$35.00
11/21/2022	Kelly M. Hatfield	Memo reviewed - Call from Fred Lemke	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo reviewed - Call w/ Expert	0.1	\$350.00	\$35.00
11/22/2023	Jenna M. Koleson	Memo reviewed - Call w/ Expert	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Memo reviewed - Call with Expert 1/26	0.1	\$350.00	\$35.00
10/23/2023	Jenna M. Koleson	Memo reviewed - Case Update	0.1	\$350.00	\$35.00
12/18/2023	Jenna M. Koleson	Memo reviewed - Damages Expert Information	0.1	\$350.00	\$35.00
12/20/2023	Jenna M. Koleson	Memo reviewed - Damages Expert Information	0.1	\$350.00	\$35.00

6/22/2023	Kelly M. Hatfield	Memo reviewed - Employees Contact Info	0.1	\$350.00	\$35.00
11/1/2023	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$350.00	\$35.00
12/19/2023	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$350.00	\$35.00
1/10/2024	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$350.00	\$35.00
1/26/2024	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$350.00	\$35.00
4/22/2024	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	Memo reviewed - File Review	0.2	\$350.00	\$70.00
5/8/2024	Jenna M. Koleson	Memo reviewed - File Review	0.2	\$350.00	\$70.00
10/31/2022	Kelly M. Hatfield	Memo reviewed - Initial Intake	0.1	\$350.00	\$35.00
1/9/2023	Kelly M. Hatfield	Memo reviewed - Initial Intake	0.1	\$350.00	\$35.00

Exhibit 6.224

5/10/2024	Jenna M. Koleson	Memo reviewed - Meal Period Issues	0.1	\$350.00	\$35.00
7/1/2024	Jenna M. Koleson	Memo reviewed - Mediation	0.1	\$350.00	\$35.00
7/5/2024	Jenna M. Koleson	Memo reviewed - Mediation	0.1	\$350.00	\$35.00
7/9/2024	Jenna M. Koleson	Memo reviewed - Mediation	0.2	\$350.00	\$70.00
5/8/2024	Jenna M. Koleson	Memo reviewed - Mediation Brief Notes	0.1	\$350.00	\$35.00
5/10/2024	Jenna M. Koleson	Memo reviewed - Mediation Brief Notes	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Memo reviewed - Mediation Brief Notes	0.1	\$350.00	\$35.00
4/22/2024	Jenna M. Koleson	Memo reviewed - Mediation Prep	0.1	\$350.00	\$35.00
7/1/2024	Jenna M. Koleson	Memo reviewed - mediation prep w GJP & client	0.1	\$350.00	\$35.00

7/10/2024	Jenna M. Koleson	Memo reviewed - mediation prep w GJP & client	0.1	\$350.00	\$35.00
3/29/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.2	\$350.00	\$70.00
4/4/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.4	\$350.00	\$140.00
4/10/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.1	\$350.00	\$35.00
4/15/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.4	\$350.00	\$140.00
4/16/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	1.2	\$350.00	\$420.00
7/15/2024	Jenna M. Koleson	Memo reviewed - notes re mediator's proposal	0.2	\$350.00	\$70.00
10/23/2023	Jenna M. Koleson	Memo reviewed - Request Additional Info	0.1	\$350.00	\$35.00

6/26/2023	Kelly M. Hatfield	Memo reviewed - Requested Info for Mediation	0.1	\$350.00	\$35.00
3/24/2025	Jenna M. Koleson	Memo reviewed - Rules for Motion Filings	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Memo reviewed - Workweek Data	0.1	\$350.00	\$35.00
7/3/2024	Jenna M. Koleson	Memo reviewed - Zoom re Financial w DC	0.1	\$350.00	\$35.00
12/11/2024	Jenna M. Koleson	Moniz v. Adecco U.S., Inc created	0.3	\$350.00	\$105.00
8/14/2024	Jenna M. Koleson	MOU . Saunders v. Progressive Housing - signed reviewed	0.1	\$350.00	\$35.00
8/12/2024	Jenna M. Koleson	MOU . Saunders v. Progressive Housing reviewed	0.2	\$350.00	\$70.00
8/22/2022	Kelly M. Hatfield	New Hire Packet reviewed	0.1	\$350.00	\$35.00

8/23/2022	Kelly M. Hatfield	New Hire Packet reviewed	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	New Hire Packet reviewed	0.2	\$350.00	\$70.00
8/2/2023	Kelly M. Hatfield	Notice of Case Management Conference & Orders (1) reviewed	0.1	\$350.00	\$35.00
2/14/2023	Kelly M. Hatfield	Notice of Case Management Conference & Orders (1) reviewed	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Notice of Case Management Conference & Orders (1) reviewed	0.2	\$350.00	\$70.00
2/14/2023	Kelly M. Hatfield	Notice of Case Management Conference & Orders reviewed	0.1	\$350.00	\$35.00

4/8/2024	Jenna M. Koleson	Notice of Department Relocation reviewed	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	Notice of Ruling - July 12 CMC edited	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	Notice of Ruling edited	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	Notice of Ruling edited and reviewed	0.1	\$350.00	\$35.00
8/7/2024	Jenna M. Koleson	Notice of Ruling reviewed	0.4	\$350.00	\$140.00
4/30/2024	Jenna M. Koleson	Order Assigning Coordination Motion Judge reviewed	0.1	\$350.00	\$35.00
5/1/2024	Jenna M. Koleson	Order Assigning Coordination Motion Judge reviewed	0.2	\$350.00	\$70.00
5/13/2024	Jenna M. Koleson	Order Denying Coordination reviewed	0.3	\$350.00	\$105.00

9/28/2022	Kelly M. Hatfield	PAGA Notice to Cathy A. Lemke edited	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to Cathy A. Lemke edited	0.1	\$350.00	\$35.00
9/28/2022	Kelly M. Hatfield	PAGA Notice to Cathy A. Lemke edited and reviewed	0.1	\$350.00	\$35.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to ER edited	0.2	\$350.00	\$70.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to ER reviewed	0.2	\$350.00	\$70.00
9/28/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke edited	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke edited	0.1	\$350.00	\$35.00
9/28/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke reviewed	0.1	\$350.00	\$35.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke reviewed	0.1	\$350.00	\$35.00

Exhibit 6.230

6/26/2023	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke reviewed	0.1	\$350.00	\$35.00
8/19/2022	Kelly M. Hatfield	PAGA Notice to LWDA created, then edited	0.4	\$350.00	\$140.00
8/23/2022	Gabriel J. Pimentel	PAGA Notice to LWDA edited	0.1	\$700.00	\$70.00
8/24/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.1	\$350.00	\$35.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.1	\$350.00	\$35.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.3	\$350.00	\$105.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.1	\$350.00	\$35.00
8/22/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited and reviewed	0.6	\$350.00	\$210.00
8/23/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited and reviewed	0.3	\$350.00	\$105.00

Exhibit 6.231

11/2/2022	Kelly M. Hatfield	PAGA Notice to LWDA reviewed	0.1	\$350.00	\$35.00
1/12/2024	Jenna M. Koleson	PAGA Notice to LWDA reviewed	0.5	\$350.00	\$175.00
8/7/2024	Jenna M. Koleson	PAGA Notice to LWDA reviewed	0.2	\$350.00	\$70.00
10/1/2024	Jenna M. Koleson	PAGA Notice to LWDA reviewed	0.1	\$350.00	\$35.00
11/7/2023	Jenna M. Koleson	Phone call with client Jerime Saunders (Phone) attended	0.5	\$350.00	\$175.00
3/2/2023	Kelly M. Hatfield	Phone call with David attended	0.5	\$350.00	\$175.00
5/2/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits created	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.3	\$350.00	\$105.00

5/8/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.5	\$350.00	\$175.00
5/8/2024	Gabriel J. Pimentel	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.4	\$700.00	\$280.00
5/10/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.8	\$350.00	\$280.00
7/14/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.1	\$350.00	\$35.00
3/7/2024	Jenna M. Koleson	Plaintiff Saunders Motion to Stay the Caron Action edited	0.1	\$350.00	\$35.00

3/7/2024	Jenna M. Koleson	Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions edited	0.1	\$350.00	\$35.00
7/5/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.1	\$350.00	\$35.00
7/10/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.1	\$350.00	\$35.00
7/11/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.2	\$350.00	\$70.00
7/15/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.1	\$350.00	\$35.00
4/24/2024	Jenna M. Koleson	Plaintiffs' Mediation Brief SAMPLE reviewed	0.2	\$350.00	\$70.00
5/1/2024	Jenna M. Koleson	Plaintiffs' Mediation Brief SAMPLE reviewed	0.8	\$350.00	\$280.00

2/14/2023	Kelly M. Hatfield	Plaintiff's Notice of Case Mangement Conference created	0.1	\$350.00	\$35.00
2/14/2023	Kelly M. Hatfield	Plaintiff's Notice of Case Mangement Conference edited	0.1	\$350.00	\$35.00
2/14/2023	Kelly M. Hatfield	Plaintiff's Notice of CMC created, then edited	0.1	\$350.00	\$35.00
12/13/2022	Kelly M. Hatfield	Plaintiff's Notice of Jury Fee Deposit edited	0.1	\$350.00	\$35.00
3/14/2023	Kelly M. Hatfield	Plaintiff's Notice of Jury Fee Deposit edited	0.2	\$350.00	\$70.00
12/13/2022	Kelly M. Hatfield	Plaintiff's Notice of Jury Fee Deposit edited and reviewed	0.2	\$350.00	\$70.00
1/30/2023	Kelly M. Hatfield	POS - FAC created	0.1	\$350.00	\$35.00

1/30/2023	Kelly M. Hatfield	POS - FAC edited and reviewed	0.2	\$350.00	\$70.00
7/3/2024	Jenna M. Koleson	POS re SAC edited and reviewed	0.2	\$350.00	\$70.00
1/17/2024	Jenna M. Koleson	Pressler Interview reviewed	0.2	\$350.00	\$70.00
3/7/2024	Jenna M. Koleson	Proof of Service re Opposition and Motion edited	0.2	\$350.00	\$70.00
3/7/2024	Jenna M. Koleson	Proof of Service re Opposition and Motion edited	0.1	\$350.00	\$35.00
6/14/2023	Kelly M. Hatfield	Relevant Claims and Theories of Liability edited	0.2	\$350.00	\$70.00
10/23/2023	Jenna M. Koleson	Relevant Claims and Theories of Liability reviewed	0.4	\$350.00	\$140.00

Exhibit 6.236

1/17/2024	Jenna M. Koleson	Relevant Claims and Theories of Liability reviewed	0.1	\$350.00	\$35.00
1/26/2024	Jenna M. Koleson	Relevant Claims and Theories of Liability reviewed	0.2	\$350.00	\$70.00
10/20/2023	Jenna M. Koleson	Relevant Claims and Theories of Liability sent to KM created	0.1	\$350.00	\$35.00
12/11/2024	Jenna M. Koleson	Relevant Claims and Theories of Liability sent to KM reviewed	0.1	\$350.00	\$35.00
8/15/2022	Kelly M. Hatfield	Retainer Agreement created, then edited	0.2	\$350.00	\$70.00
8/15/2022	Kelly M. Hatfield	Retainer Agreement edited and reviewed	0.1	\$350.00	\$35.00

Exhibit 6.237

2/1/2024	Jenna M. Koleson	Retainer Agreement - signed reviewed	0.1	\$350.00	\$35.00
7/15/2024	Jenna M. Koleson	Sacramento County Local Rules reviewed	0.3	\$350.00	\$105.00
3/29/2024	Jenna M. Koleson	Sacramento Notice of Opposition w Exhibit 1 created, then edited	0.1	\$350.00	\$35.00
3/5/2024	Jenna M. Koleson	SAMPLE Opposition to Motion for Stay reviewed	0.3	\$350.00	\$105.00
3/6/2024	Jenna M. Koleson	SAMPLE Plaintiff's Motion to Lift Stay reviewed	0.1	\$350.00	\$35.00
3/5/2024	Jenna M. Koleson	SAMPLE Plaintiff's Opposition to TEC's Request for Coordination as Add-On & for Stay reviewed	0.6	\$350.00	\$210.00

3/29/2024	Jenna M. Koleson	Santa Clara Notice of Opposition w Exhibit 1 created, then edited	0.1	\$350.00	\$35.00
12/14/2023	Gabriel J. Pimentel	Saunders Analysis ALL PDF 12132023 created	0.1	\$700.00	\$70.00
5/1/2024	Jenna M. Koleson	Saunders Analysis ALL PDF 12132023 reviewed	0.2	\$350.00	\$70.00
7/11/2023	Kelly M. Hatfield	Saunders Emplpyee Docs Report reviewed	0.1	\$350.00	\$35.00
10/20/2023	Jenna M. Koleson	Saunders Employee Docs Report reviewed	0.1	\$350.00	\$35.00
12/14/2023	Gabriel J. Pimentel	Saunders Invoice Final 12142023 PDF created	0.1	\$700.00	\$70.00
11/6/2023	Jenna M. Koleson	Saunders Invoices 11062023 PDF1 created	0.1	\$350.00	\$35.00

Exhibit 6.239

5/8/2024	Jenna M. Koleson	Saunders Mediation Prep attended	1	\$350.00	\$350.00
7/3/2024	Jenna M. Koleson	Saunders Order re SAC reviewed	0.1	\$350.00	\$35.00
3/4/2024	Jenna M. Koleson	Saunders Petition for Coordination and Motion for Stay Rules Memo created, then reviewed	0.1	\$350.00	\$35.00
3/5/2024	Jenna M. Koleson	Saunders Petition for Coordination and Motion for Stay Rules Memo reviewed	0.1	\$350.00	\$35.00
3/7/2024	Jenna M. Koleson	Saunders Petition for Coordination and Motion for Stay Rules Memo reviewed	0.2	\$350.00	\$70.00

6/15/2023	Kelly M. Hatfield	Saunders v PH Kelly Hatfield Esq Engagement Package 06152023 PDF edited	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	Saunders.Mediation Employee Data.Produced for Mediation reviewed	0.2	\$350.00	\$70.00
7/15/2024	Jenna M. Koleson	Saunders.Mediation Employee Data.Produced for Mediation reviewed	1.1	\$350.00	\$385.00
12/11/2024	Jenna M. Koleson	Saunders.Mediation Employee Data.Produced for Mediation reviewed	0.2	\$350.00	\$70.00
2/2/2024	Jenna M. Koleson	Saunders-Caron Case Comparison edited	0.2	\$350.00	\$70.00

2/5/2024	Jenna M. Koleson	Saunders-Caron Case Comparison edited	1.4	\$350.00	\$490.00
2/6/2024	Jenna M. Koleson	Saunders-Caron Case Comparison edited	0.2	\$350.00	\$70.00
7/3/2024	Jenna M. Koleson	Second Amended Complaint 7324 created, then edited	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	Second Amended Complaint 7324 reviewed	0.1	\$350.00	\$35.00
7/14/2024	Jenna M. Koleson	Second Amended Complaint 7324 reviewed	0.2	\$350.00	\$70.00
7/3/2024	Jenna M. Koleson	Second Amended Complaint edited and reviewed	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	Second Amended PAGA Notice to ER edited and reviewed	0.1	\$350.00	\$35.00

9/26/2024	Jenna M. Koleson	Second Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
7/12/2024	Jenna M. Koleson	Second Amended PAGA Notice to LWDA edited and reviewed	0.1	\$350.00	\$35.00
10/1/2024	Jenna M. Koleson	THIRD Amended PAGA Notice to ER edited	0.1	\$350.00	\$35.00
12/11/2024	Jenna M. Koleson	THIRD Amended PAGA Notice to ER reviewed	0.1	\$350.00	\$35.00
5/6/2024	Jenna M. Koleson	Updated Class List Information -- Produced for Mediation 4856- 5189-0873 v.1 reviewed	0.2	\$350.00	\$70.00
7/15/2024	Gabriel J. Pimentel	Updated reviewed	0.1	\$700.00	\$70.00
7/14/2023	Kelly M. Hatfield	Vannname Interview reviewed	0.1	\$350.00	\$35.00
5/10/2024	Jenna M. Koleson	Vannname Interview reviewed	0.2	\$350.00	\$70.00

Exhibit 6.243

7/15/2024	Jenna M. Koleson	Vannname Interview reviewed	0.2	\$350.00	\$70.00
8/22/2022	Kelly M. Hatfield	Wage Statement 07.16.22 - 07.31.22 reviewed	0.1	\$350.00	\$35.00
8/23/2022	Kelly M. Hatfield	Wage Statement 07.16.22 - 07.31.22 reviewed	0.1	\$350.00	\$35.00
8/24/2022	Kelly M. Hatfield	Wage Statement 07.16.22 - 07.31.22 reviewed	0.1	\$350.00	\$35.00
6/16/2023	Kelly M. Hatfield	Witness Interview Outline created	0.5	\$350.00	\$175.00
6/16/2023	Gabriel J. Pimentel	Witness Interview Outline reviewed	0.1	\$700.00	\$70.00
TOTALS			346.6		\$133,140.00

Fee Date	Staff	Subject	Hours	Rate	Billable Amount	
3/29/2024	Yesenia L. Rodriguez	1 internal message sent/revie wed	0.1	\$350.00	\$ 35.00	
TOTALS			0.1		\$35.00	

Fee Date	Staff	Subject	Hours	Rate	Billable Amount
8/22/2022	Kelly M. Hatfield	1 email sent/reviewed regarding (no subject)	0.1	\$ 350.00	\$ 35.00
1/26/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Automatic reply: Saunders v. Progressive Housing, Inc., et. al.	0.3	\$ 350.00	\$ 105.00
6/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Confidentiality Agreement - Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Confidentiality Agreement - Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00

3/2/2023	Kelly M. Hatfield	1 email sent/reviewed regarding David norton +1 916-929- 1481 (Account:(877) 265-8084)	0.1	\$ 350.00	\$ 35.00
1/16/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Filing Complete - Accepted	0.2	\$ 350.00	\$ 70.00
10/21/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Fred Lemke +1 916-920- 8255 (Account:(877) 265-8084)	0.2	\$ 350.00	\$ 70.00
6/16/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.7	\$ 350.00	\$ 245.00
6/19/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	1	\$ 350.00	\$ 350.00
6/21/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.2	\$ 350.00	\$ 70.00

6/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.1	\$ 350.00	\$ 35.00
8/1/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
8/9/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
9/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
4/13/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

4/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/29/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$ 350.00	\$ 140.00

7/10/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
7/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/18/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$ 350.00	\$ 35.00
6/19/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$ 350.00	\$ 35.00
6/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.2	\$ 350.00	\$ 70.00

6/22/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.2	\$ 350.00	\$ 70.00
6/9/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.1	\$ 350.00	\$ 35.00
6/12/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.1	\$ 350.00	\$ 35.00
6/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Potential Wage and Hour Case	0.1	\$ 350.00	\$ 35.00
4/21/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Recent updates to your documents	0.1	\$ 350.00	\$ 35.00
9/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Request for Payment	0.1	\$ 350.00	\$ 35.00

6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation CANCELED for July 12, 2023 at 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/29/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation CANCELED for July 12, 2023 at 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00

7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation from 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
7/10/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation from 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
8/7/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
6/22/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
6/29/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00

7/10/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
7/12/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
7/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.2	\$ 350.00	\$ 70.00
7/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
7/18/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
9/11/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
2/23/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
6/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
6/16/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00

6/22/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
6/23/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
6/26/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
7/5/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
2/27/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
2/28/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
3/3/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
3/14/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00

4/12/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
5/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
5/24/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
5/31/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
6/7/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
4/17/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am- 5pm- JOANN REZZO	0.1	\$ 350.00	\$ 35.00
4/21/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00

Exhibit 6.256

8/25/2022	Kelly M. Hatfield	1 email sent/reviewed regarding State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation	0.2	\$ 350.00	\$ 70.00
8/25/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Thank you for submission of your PAGA Case.	0.1	\$ 350.00	\$ 35.00
8/9/2023	Kelly M. Hatfield	1 email sent/reviewed regarding Thank you for your Court Complaint Submission.	0.1	\$ 350.00	\$ 35.00
8/31/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Claim Info	0.1	\$ 350.00	\$ 35.00
9/22/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Claim Info	0.3	\$ 350.00	\$ 105.00
10/31/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.2	\$ 350.00	\$ 70.00
11/8/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.1	\$ 350.00	\$ 35.00
11/14/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.1	\$ 350.00	\$ 35.00

11/28/2022	Kelly M. Hatfield	1 email sent/reviewed regarding Wage and Hour Issues - Jerime Saunders	0.1	\$ 350.00	\$ 35.00
4/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding West Coast Resolution Group has sent you an invoice	0.2	\$ 350.00	\$ 70.00
1/30/2023	Kelly M. Hatfield	1 email sent/reviewed regarding WO#848371 - BK#C68978	1	\$ 350.00	\$ 350.00
4/20/2023	Kelly M. Hatfield	1 email sent/reviewed regarding You have an upcoming event	0.1	\$ 350.00	\$ 35.00
8/7/2023	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/25/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
9/28/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/22/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/26/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/29/2022	Kelly M. Hatfield	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/18/2023	Kelly M. Hatfield	10 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
6/8/2023	Kelly M. Hatfield	10 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
1/10/2023	Kelly M. Hatfield	13 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/27/2023	Kelly M. Hatfield	13 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00

Exhibit 6.258

2/14/2023	Kelly M. Hatfield	14 internal messages sent/reviewed	0.4	\$ 350.00	\$ 140.00
1/3/2023	Kelly M. Hatfield	15 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/5/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding 849398	0.1	\$ 350.00	\$ 35.00
4/21/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Confidentiality Agreement - Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jennifer Kim v. ISC Granite Factory Direct, LLC, Weixiu Zhuang, and Fuxing Qiu	0.1	\$ 350.00	\$ 35.00
8/21/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

9/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/22/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/23/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
7/17/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/21/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke INV 90536	0.1	\$ 350.00	\$ 35.00

6/13/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Potential Wage and Hour Case	0.2	\$ 350.00	\$ 70.00
6/14/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Potential Wage and Hour Case	1.1	\$ 350.00	\$ 385.00
7/6/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Rescheduling: Saunders vs Progressive Housing Inc. et al.- virtual mediation from 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/23/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders INV 90536	0.3	\$ 350.00	\$ 105.00
7/11/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
9/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
3/1/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
3/15/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00

3/23/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.2	\$ 350.00	\$ 70.00
4/13/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
5/12/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
5/31/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for July 12, 2023 at 9am- 5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
7/10/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/9/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding Saunders///Correspo ndence & Doc Production	0.1	\$ 350.00	\$ 35.00

11/2/2022	Kelly M. Hatfield	2 emails sent/reviewed regarding Thank you for your Amended PAGA Claim Notice Submission.	0.4	\$ 350.00	\$ 140.00
9/23/2022	Kelly M. Hatfield	2 emails sent/reviewed regarding Wage and Hour Claim Info	0.2	\$ 350.00	\$ 70.00
1/27/2023	Kelly M. Hatfield	2 emails sent/reviewed regarding WO#848371 - BK#C68978	0.1	\$ 350.00	\$ 35.00
8/23/2022	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/5/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/9/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/16/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/30/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/27/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
4/6/2023	Kelly M. Hatfield	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/15/2023	Kelly M. Hatfield	29 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
6/12/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Jerime Saunders	0.1	\$ 350.00	\$ 35.00
6/19/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$ 350.00	\$ 105.00

7/11/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/18/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding REGARDING: 847031 (SIGNED POS) Daunders vs Progressive housing, INC.	0.4	\$ 350.00	\$ 140.00
1/24/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding REGARDING: 847031 (SIGNED POS) Daunders vs Progressive housing, INC.	0.2	\$ 350.00	\$ 70.00
8/9/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders INV 90536	0.1	\$ 350.00	\$ 35.00
6/28/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
1/26/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.4	\$ 350.00	\$ 140.00
1/30/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.4	\$ 350.00	\$ 140.00

2/14/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.3	\$ 350.00	\$ 105.00
4/6/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et. al.	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Pre-Mediation Calls	0.1	\$ 350.00	\$ 35.00
2/23/2023	Kelly M. Hatfield	3 emails sent/reviewed regarding WO#848224/ 848226 / 848228	0.1	\$ 350.00	\$ 35.00
1/25/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/15/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/18/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/14/2023	Kelly M. Hatfield	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/16/2023	Kelly M. Hatfield	31 internal messages sent/reviewed	0.6	\$ 350.00	\$ 210.00
9/11/2023	Kelly M. Hatfield	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/28/2023	Kelly M. Hatfield	4 emails sent/reviewed regarding Saunders INV 90536	0.2	\$ 350.00	\$ 70.00

9/22/2022	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/28/2022	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/29/2023	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/13/2023	Kelly M. Hatfield	4 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
7/17/2023	Kelly M. Hatfield	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/19/2022	Kelly M. Hatfield	5 emails sent/reviewed regarding Wage and Hour Claim Info	0.2	\$ 350.00	\$ 70.00
8/22/2022	Kelly M. Hatfield	5 emails sent/reviewed regarding Wage and Hour Claim Info	0.4	\$ 350.00	\$ 140.00
10/31/2022	Kelly M. Hatfield	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/15/2022	Kelly M. Hatfield	5 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
6/9/2023	Kelly M. Hatfield	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/2/2023	Kelly M. Hatfield	6 emails sent/reviewed regarding Jerime Saunders v. Happy Daze	0.1	\$ 350.00	\$ 35.00
6/16/2023	Kelly M. Hatfield	6 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.9	\$ 350.00	\$ 315.00

7/6/2023	Kelly M. Hatfield	6 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/31/2023	Kelly M. Hatfield	6 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/11/2023	Kelly M. Hatfield	7 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/24/2022	Kelly M. Hatfield	7 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
12/27/2022	Kelly M. Hatfield	7 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
6/21/2023	Kelly M. Hatfield	7 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
6/27/2023	Kelly M. Hatfield	8 emails sent/reviewed regarding Saunders INV 90536	0.4	\$ 350.00	\$ 140.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to Cathy A. Lemke edited	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to ER edited	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to ER edited and reviewed	0.1	\$ 350.00	\$ 35.00
11/7/2022	Kelly M. Hatfield	Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
11/22/2022	Kelly M. Hatfield	Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
3/2/2023	Kelly M. Hatfield	Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to Fred A. Lemke edited	0.1	\$ 350.00	\$ 35.00

11/7/2022	Kelly M. Hatfield	Amended PAGA Notice to Fred A. Lemke reviewed	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	Amended PAGA Notice to LWDA edited and reviewed	0.1	\$ 350.00	\$ 35.00
11/22/2022	Kelly M. Hatfield	Amended PAGA Notice to LWDA reviewed	0.1	\$ 350.00	\$ 35.00
7/17/2023	Kelly M. Hatfield	C76703 ROONEY edited	0.1	\$ 350.00	\$ 35.00
7/6/2023	Kelly M. Hatfield	Call w/ Expert attended	0.5	\$ 350.00	\$ 175.00
6/26/2023	Kelly M. Hatfield	Call w/ mediator attended	0.5	\$ 350.00	\$ 175.00
7/5/2023	Kelly M. Hatfield	Call w/ OC re doc production and expert info attended	0.5	\$ 350.00	\$ 175.00
7/3/2023	Kelly M. Hatfield	Call with Kelly/Gabriel re expert info attended	0.5	\$ 350.00	\$ 175.00
12/12/2022	Kelly M. Hatfield	Civil Case Cover Sheet edited	0.1	\$ 350.00	\$ 35.00
6/27/2023	Kelly M. Hatfield	Class Action Complaint (Conformed) reviewed	0.1	\$ 350.00	\$ 35.00
11/22/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour created, then edited	0.6	\$ 350.00	\$ 210.00
12/12/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour edited	0.3	\$ 350.00	\$ 105.00
12/13/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour edited	0.4	\$ 350.00	\$ 140.00
12/13/2022	Kelly M. Hatfield	Complaint Class Action Wage & Hour reviewed	0.1	\$ 350.00	\$ 35.00
6/9/2023	Kelly M. Hatfield	DEF 000168-002367 created	0.1	\$ 350.00	\$ 35.00
6/16/2023	Kelly M. Hatfield	DEF 000168-002367 reviewed	0.5	\$ 350.00	\$ 175.00

Exhibit 6.268

12/12/2022	Kelly M. Hatfield	Draft Civil Case Cover Sheet created	0.1	\$ 350.00	\$ 35.00
12/13/2022	Kelly M. Hatfield	Draft Civil Case Cover Sheet edited and reviewed	0.1	\$ 350.00	\$ 35.00
12/12/2022	Kelly M. Hatfield	Draft Summons created	0.1	\$ 350.00	\$ 35.00
12/13/2022	Kelly M. Hatfield	Draft Summons edited and reviewed	0.1	\$ 350.00	\$ 35.00
1/24/2023	Kelly M. Hatfield	Email attachment reviewed - RH 847031	0.1	\$ 350.00	\$ 35.00
6/26/2023	Kelly M. Hatfield	Employee Contact Info edited	4	\$ 350.00	\$ 1,400.00
6/29/2023	Kelly M. Hatfield	Employee Roster edited	0.9	\$ 350.00	\$ 315.00
6/14/2023	Kelly M. Hatfield	Employee Roster reviewed	0.1	\$ 350.00	\$ 35.00
6/15/2023	Kelly M. Hatfield	Employee Roster reviewed	0.2	\$ 350.00	\$ 70.00
7/3/2023	Kelly M. Hatfield	Employee Roster reviewed	0.1	\$ 350.00	\$ 35.00
7/6/2023	Kelly M. Hatfield	Employee Roster reviewed	0.7	\$ 350.00	\$ 245.00
7/14/2023	Kelly M. Hatfield	Employee Roster reviewed	0.4	\$ 350.00	\$ 140.00
7/17/2023	Kelly M. Hatfield	Employee Roster reviewed	0.1	\$ 350.00	\$ 35.00
6/13/2023	Kelly M. Hatfield	First Amended Complaint (conformed) reviewed	0.1	\$ 350.00	\$ 35.00
6/14/2023	Kelly M. Hatfield	First Amended Complaint (conformed) reviewed	0.1	\$ 350.00	\$ 35.00
6/27/2023	Kelly M. Hatfield	First Amended Complaint (conformed) reviewed	0.1	\$ 350.00	\$ 35.00
1/9/2023	Kelly M. Hatfield	First Amended Complaint edited	0.5	\$ 350.00	\$ 175.00

Exhibit 6.269

1/9/2023	Kelly M. Hatfield	First Amended Complaint edited	0.1	\$ 350.00	\$ 35.00
8/2/2023	Kelly M. Hatfield	Joint CMC Statement [KH edits] created, then edited	0.7	\$ 350.00	\$ 245.00
8/18/2022	Kelly M. Hatfield	Matter admin	0.1	\$ 350.00	\$ 35.00
8/23/2022	Kelly M. Hatfield	Matter admin	0.1	\$ 350.00	\$ 35.00
9/28/2022	Kelly M. Hatfield	Matter admin	0.1	\$ 350.00	\$ 35.00
11/22/2022	Kelly M. Hatfield	Matter admin	0.1	\$ 350.00	\$ 35.00
1/26/2023	Kelly M. Hatfield	Matter admin	0.1	\$ 350.00	\$ 35.00
2/23/2023	Kelly M. Hatfield	Matter admin	0.1	\$ 350.00	\$ 35.00
6/27/2023	Kelly M. Hatfield	Memo created -	0.1	\$ 350.00	\$ 35.00
8/9/2023	Kelly M. Hatfield	Memo created - Additional Questions answered by witnesses	0.1	\$ 350.00	\$ 35.00
7/6/2023	Kelly M. Hatfield	Memo created - Call w/ Expert	0.1	\$ 350.00	\$ 35.00
8/2/2023	Kelly M. Hatfield	Memo created - Call w/ OC	0.1	\$ 350.00	\$ 35.00
3/2/2023	Kelly M. Hatfield	Memo created - Call w/ OC	0.1	\$ 350.00	\$ 35.00
6/14/2023	Kelly M. Hatfield	Memo created - Request Additional Info	0.1	\$ 350.00	\$ 35.00
11/28/2022	Kelly M. Hatfield	Memo created - Update re ER	0.1	\$ 350.00	\$ 35.00
7/14/2023	Kelly M. Hatfield	Memo created, then edited - Additional Questions to Ask Witnesses	0.3	\$ 350.00	\$ 105.00
10/31/2022	Kelly M. Hatfield	Memo created, then edited - Call from Fred Lemke	0.1	\$ 350.00	\$ 35.00

Exhibit 6.270

9/11/2023	Kelly M. Hatfield	Memo created, then edited - Case Update	0.1	\$ 350.00	\$ 35.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Chesley Interview	0.2	\$ 350.00	\$ 70.00
6/16/2023	Kelly M. Hatfield	Memo created, then edited - Employees Contact Info	1.5	\$ 350.00	\$ 525.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Hahgner Interview	0.2	\$ 350.00	\$ 70.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Lamont Interview	0.2	\$ 350.00	\$ 70.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Pressler Interview	0.2	\$ 350.00	\$ 70.00
6/27/2023	Kelly M. Hatfield	Memo created, then edited - Text with Jerime	0.1	\$ 350.00	\$ 35.00
6/16/2023	Kelly M. Hatfield	Memo created, then edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00
7/14/2023	Kelly M. Hatfield	Memo created, then edited - Vannname Interview	0.9	\$ 350.00	\$ 315.00
8/15/2022	Kelly M. Hatfield	Memo created, then edited - Worked at Happy Daze RV from the first w	0.5	\$ 350.00	\$ 175.00
6/28/2023	Kelly M. Hatfield	Memo created, then reviewed - Call w/ Expert	0.3	\$ 350.00	\$ 105.00
6/2/2023	Kelly M. Hatfield	Memo created, then reviewed - Requested Info for Mediation	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Call from Fred Lemke	0.1	\$ 350.00	\$ 35.00
7/3/2023	Kelly M. Hatfield	Memo edited - Call w/ Expert	0.1	\$ 350.00	\$ 35.00

Exhibit 6.271

3/14/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$ 350.00	\$ 35.00
6/2/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$ 350.00	\$ 35.00
6/9/2023	Kelly M. Hatfield	Memo edited - Call w/ OC	0.1	\$ 350.00	\$ 35.00
9/14/2023	Kelly M. Hatfield	Memo edited - Case Update	0.1	\$ 350.00	\$ 35.00
9/15/2023	Kelly M. Hatfield	Memo edited - Case Update	0.1	\$ 350.00	\$ 35.00
6/20/2023	Kelly M. Hatfield	Memo edited - Employees Contact Info	1	\$ 350.00	\$ 350.00
4/7/2023	Kelly M. Hatfield	Memo edited - Initial Intake	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Initial Intake	0.1	\$ 350.00	\$ 35.00
6/13/2023	Kelly M. Hatfield	Memo edited - Initial Intake	0.1	\$ 350.00	\$ 35.00
7/5/2023	Kelly M. Hatfield	Memo edited - Pressler Interview	0.1	\$ 350.00	\$ 35.00
6/15/2023	Kelly M. Hatfield	Memo edited - Request Additional Info	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Requested Info for Mediation	0.1	\$ 350.00	\$ 35.00
6/9/2023	Kelly M. Hatfield	Memo edited - Requested Info for Mediation	0.1	\$ 350.00	\$ 35.00
6/8/2023	Kelly M. Hatfield	Memo edited - Update re ER	0.1	\$ 350.00	\$ 35.00
6/18/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00
6/20/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00
6/22/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00
6/23/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00
6/26/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00

6/27/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.6	\$ 350.00	\$ 210.00
6/29/2023	Kelly M. Hatfield	Memo edited - USA Express Interviews	0.2	\$ 350.00	\$ 70.00
8/18/2022	Kelly M. Hatfield	Memo edited - Worked at Happy Daze RV from the first w	0.1	\$ 350.00	\$ 35.00
8/22/2022	Kelly M. Hatfield	Memo edited and reviewed -	0.3	\$ 350.00	\$ 105.00
6/27/2023	Kelly M. Hatfield	Memo edited and reviewed - Employees Contact Info	0.1	\$ 350.00	\$ 35.00
11/21/2022	Kelly M. Hatfield	Memo reviewed - Call from Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/22/2023	Kelly M. Hatfield	Memo reviewed - Employees Contact Info	0.1	\$ 350.00	\$ 35.00
10/31/2022	Kelly M. Hatfield	Initial Intake	0.1	\$ 350.00	\$ 35.00
1/9/2023	Kelly M. Hatfield	Memo reviewed - Initial Intake	0.1	\$ 350.00	\$ 35.00
6/26/2023	Kelly M. Hatfield	Memo reviewed - Requested Info for Mediation	0.1	\$ 350.00	\$ 35.00
8/22/2022	Kelly M. Hatfield	New Hire Packet reviewed	0.1	\$ 350.00	\$ 35.00
8/23/2022	Kelly M. Hatfield	New Hire Packet reviewed	0.1	\$ 350.00	\$ 35.00
8/2/2023	Kelly M. Hatfield	Notice of Case Management Conference & Orders (1) reviewed	0.1	\$ 350.00	\$ 35.00
2/14/2023	Kelly M. Hatfield	Notice of Case Management Conference & Orders (1) reviewed	0.1	\$ 350.00	\$ 35.00
2/14/2023	Kelly M. Hatfield	Notice of Case Management Conference & Orders reviewed	0.1	\$ 350.00	\$ 35.00

9/28/2022	Kelly M. Hatfield	PAGA Notice to Cathy A. Lemke edited	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to Cathy A. Lemke edited	0.1	\$ 350.00	\$ 35.00
9/28/2022	Kelly M. Hatfield	PAGA Notice to Cathy A. Lemke edited and reviewed	0.1	\$ 350.00	\$ 35.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to ER edited	0.2	\$ 350.00	\$ 70.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to ER reviewed	0.2	\$ 350.00	\$ 70.00
9/28/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke edited	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke edited	0.1	\$ 350.00	\$ 35.00
9/28/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke reviewed	0.1	\$ 350.00	\$ 35.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke reviewed	0.1	\$ 350.00	\$ 35.00
6/26/2023	Kelly M. Hatfield	PAGA Notice to Fred A. Lemke reviewed	0.1	\$ 350.00	\$ 35.00
8/19/2022	Kelly M. Hatfield	PAGA Notice to LWDA created, then edited	0.4	\$ 350.00	\$ 140.00
8/24/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.1	\$ 350.00	\$ 35.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.1	\$ 350.00	\$ 35.00
8/25/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.3	\$ 350.00	\$ 105.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited	0.1	\$ 350.00	\$ 35.00
8/22/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited and reviewed	0.6	\$ 350.00	\$ 210.00

8/23/2022	Kelly M. Hatfield	PAGA Notice to LWDA edited and reviewed	0.3	\$ 350.00	\$ 105.00
11/2/2022	Kelly M. Hatfield	PAGA Notice to LWDA reviewed	0.1	\$ 350.00	\$ 35.00
3/2/2023	Kelly M. Hatfield	Phone call with David attended	0.5	\$ 350.00	\$ 175.00
2/14/2023	Kelly M. Hatfield	Plaintiff's Notice of Case Mangement Conference created	0.1	\$ 350.00	\$ 35.00
2/14/2023	Kelly M. Hatfield	Plaintiff's Notice of Case Mangement Conference edited	0.1	\$ 350.00	\$ 35.00
2/14/2023	Kelly M. Hatfield	Plaintiff's Notice of CMC created, then edited	0.1	\$ 350.00	\$ 35.00
12/13/2022	Kelly M. Hatfield	Plaintiff's Notice of Jury Fee Deposit edited	0.1	\$ 350.00	\$ 35.00
3/14/2023	Kelly M. Hatfield	Plaintiff's Notice of Jury Fee Deposit edited	0.2	\$ 350.00	\$ 70.00
12/13/2022	Kelly M. Hatfield	Plaintiff's Notice of Jury Fee Deposit edited and reviewed	0.2	\$ 350.00	\$ 70.00
1/30/2023	Kelly M. Hatfield	POS - FAC created	0.1	\$ 350.00	\$ 35.00
1/30/2023	Kelly M. Hatfield	POS - FAC edited and reviewed	0.2	\$ 350.00	\$ 70.00
6/14/2023	Kelly M. Hatfield	Relevant Claims and Theories of Liability edited	0.2	\$ 350.00	\$ 70.00
8/15/2022	Kelly M. Hatfield	Retainer Agreement created, then edited	0.2	\$ 350.00	\$ 70.00
8/15/2022	Kelly M. Hatfield	Retainer Agreement edited and reviewed	0.1	\$ 350.00	\$ 35.00
7/11/2023	Kelly M. Hatfield	Saunders Employee Docs Report reviewed	0.1	\$ 350.00	\$ 35.00

6/15/2023	Kelly M. Hatfield	Saunders v PH Kelly Hatfield Esq Engagement Package 06152023 PDF edited	0.1	\$ 350.00	\$ 35.00
7/14/2023	Kelly M. Hatfield	Vannname Interview reviewed	0.1	\$ 350.00	\$ 35.00
8/22/2022	Kelly M. Hatfield	Wage Statement 07.16.22 - 07.31.22 reviewed	0.1	\$ 350.00	\$ 35.00
8/23/2022	Kelly M. Hatfield	Wage Statement 07.16.22 - 07.31.22 reviewed	0.1	\$ 350.00	\$ 35.00
8/24/2022	Kelly M. Hatfield	Wage Statement 07.16.22 - 07.31.22 reviewed	0.1	\$ 350.00	\$ 35.00
6/16/2023	Kelly M. Hatfield	Witness Interview Outline created	0.5	\$ 350.00	\$ 175.00
TOTALS			58.7		\$ 20,545.00

Fee Date	Staff	Subject	Hours	Rate	Billable Amo
1/14/2025	Jenna M. Koleson	1 email sent/reviewed regarding	0.1	\$ 350.00	\$ 35.00
2/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
6/25/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/27/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.2	\$ 350.00	\$ 70.00

7/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/18/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. Signature requested from West Coast Resolution Group	0.2	\$ 350.00	\$ 70.00
7/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. Signature requested from West Coast Resolution Group	0.1	\$ 350.00	\$ 35.00

2/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding 5/11/24 - Joann Rezzo - Saunders vs Progressive Housing Inc. et al Signature requested from West Coast Resolution Group	0.1	\$ 350.00	\$ 35.00
2/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding 5/11/24 - Joann Rezzo - Saunders vs Progressive Housing Inc. et al Signature requested from West Coast Resolution Group	0.1	\$ 350.00	\$ 35.00
4/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Acknowledgment: Submission of documents to the Judicial Council of CA re. JCCP 5319 Conformed copies attached	0.3	\$ 350.00	\$ 105.00
2/27/2025	Jenna M. Koleson	1 email sent/reviewed regarding Automatic reply: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

3/19/2024	Jenna M. Koleson	1 email sent/reviewed regarding Caron, et al. v. Progressive Housing, Inc., JCCP 5319	0.1	\$ 350.00	\$ 35.00
12/14/2023	Jenna M. Koleson	1 email sent/reviewed regarding Charges	0.1	\$ 350.00	\$ 35.00
2/11/2025	Jenna M. Koleson	1 email sent/reviewed regarding Check in	0.1	\$ 350.00	\$ 35.00
2/18/2025	Jenna M. Koleson	1 email sent/reviewed regarding Check in	0.1	\$ 350.00	\$ 35.00
7/11/2024	Jenna M. Koleson	1 email sent/reviewed regarding Class Action Settlements	0.1	\$ 350.00	\$ 35.00
10/2/2024	Jenna M. Koleson	1 email sent/reviewed regarding Curious	0.1	\$ 350.00	\$ 35.00
10/21/2024	Jenna M. Koleson	1 email sent/reviewed regarding Curious	0.2	\$ 350.00	\$ 70.00
10/23/2024	Jenna M. Koleson	1 email sent/reviewed regarding Curious	0.1	\$ 350.00	\$ 35.00
3/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Document shared with you: "DRAFT_Opposition_to_Petition_for_Coordination_& Motion_to_Stay-9e137eb4-2e69-4bb9-857e-8df2446747ae.docx"	0.3	\$ 350.00	\$ 105.00

4/18/2024	Jenna M. Koleson	1 email sent/reviewed regarding Documents Filed for Jerime Saunders v. Progressive Housing, Inc. et al. : Case Management Statement (1 filing)	0.2	\$ 350.00	\$ 70.00
10/18/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$ 350.00	\$ 140.00
10/31/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00

11/2/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
11/28/2023	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding Filing Complete - Accepted for Saunders v. Progressive Housing, Inc. et al: Amended Complaint (1 filing)	0.1	\$ 350.00	\$ 35.00
1/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc.	0.1	\$ 350.00	\$ 35.00

1/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc.	0.1	\$ 350.00	\$ 35.00
11/17/2023	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
11/20/2023	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
12/21/2023	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/4/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

1/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/17/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/24/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/30/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
4/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

5/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
5/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
5/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
5/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
6/13/2024	Jenna M. Koleson	sent/reviewed	0.1	\$ 350.00	\$ 35.00
7/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

8/23/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
10/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
12/13/2024	Jenna M. Koleson	1 email	0.1	\$ 350.00	\$ 35.00
1/8/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
1/24/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
2/2/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

2/12/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$ 350.00	\$ 105.00
2/18/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
2/24/2025	Jenna M. Koleson	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
4/11/2024	Jenna M. Koleson	1 email sent/reviewed regarding Joint Case Management Statement -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding July 12 Notice of Ruling -- Jerime Saunders v. Progressive Housing, Inc., et al	0.1	\$ 350.00	\$ 35.00

3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Opposition & Motion to Stay Caron Action -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
2/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Progressive Housing	0.1	\$ 350.00	\$ 35.00
2/12/2024	Jenna M. Koleson	1 email sent/reviewed regarding Progressive Housing	0.4	\$ 350.00	\$ 140.00
7/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding Recent updates to your documents	0.1	\$ 350.00	\$ 35.00
2/6/2024	Jenna M. Koleson	1 email sent/reviewed regarding Reminder: Upcoming Event	0.1	\$ 350.00	\$ 35.00
5/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Reminder: Upcoming Event	0.1	\$ 350.00	\$ 35.00
7/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding Reminder: Upcoming Event	0.2	\$ 350.00	\$ 70.00

5/13/2024	Jenna M. Koleson	1 email sent/reviewed regarding Request for Financials -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, & Fred Lemke	0.2	\$ 350.00	\$ 70.00
5/22/2024	Jenna M. Koleson	1 email sent/reviewed regarding Request for Financials -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, & Fred Lemke	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.1	\$ 350.00	\$ 35.00
11/14/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders	0.1	\$ 350.00	\$ 35.00
11/28/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders	0.2	\$ 350.00	\$ 70.00
11/29/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders	0.6	\$ 350.00	\$ 210.00
1/30/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Happy Daze	0.2	\$ 350.00	\$ 70.00
1/31/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Happy Daze	0.1	\$ 350.00	\$ 35.00

2/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Happy Daze	0.1	\$ 350.00	\$ 35.00
8/29/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
9/24/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
9/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.2	\$ 350.00	\$ 70.00
10/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
10/23/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
10/30/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.4	\$ 350.00	\$ 140.00
11/14/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
11/22/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00

12/5/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
12/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.2	\$ 350.00	\$ 70.00
12/13/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.7	\$ 350.00	\$ 245.00
1/8/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.2	\$ 350.00	\$ 70.00
1/9/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
1/13/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
1/23/2025	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing	0.1	\$ 350.00	\$ 35.00
2/28/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$ 350.00	\$ 35.00

3/4/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$ 350.00	\$ 35.00
3/5/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.4	\$ 350.00	\$ 140.00
3/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.3	\$ 350.00	\$ 105.00
3/27/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
5/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.4	\$ 350.00	\$ 140.00

5/9/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
5/24/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.1	\$ 350.00	\$ 35.00
7/1/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.1	\$ 350.00	\$ 35.00
7/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.2	\$ 350.00	\$ 70.00
7/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.3	\$ 350.00	\$ 105.00
7/17/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.3	\$ 350.00	\$ 105.00
7/26/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.3	\$ 350.00	\$ 105.00

7/31/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.2	\$ 350.00	\$ 70.00
8/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.2	\$ 350.00	\$ 70.00
4/18/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Pre-Mediation Calls	0.5	\$ 350.00	\$ 175.00
4/25/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Virtual Mediation Confirmed for May 10, 2024 at 9am- 5pm- JOANN REZZO	0.1	\$ 350.00	\$ 35.00
5/8/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Virtual Mediation Confirmed for May 10, 2024 at 9am- 5pm- JOANN REZZO	0.1	\$ 350.00	\$ 35.00

11/7/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
11/9/2023	Jenna M. Koleson	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
2/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Saunders/Caron Case Discussion (Saunders, Jerime - Wage and Hour Claim - Progressive Housing, Inc. Lemke, Cathy Lemke, Fred)	0.1	\$ 350.00	\$ 35.00
7/3/2024	Jenna M. Koleson	1 email sent/reviewed regarding Second Amended Complaint -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00

3/7/2024	Jenna M. Koleson	1 email sent/reviewed regarding Submission of Plaintiff Saunders's Opposition & Motion to Stay the Caron Action re Caron, et al. v. Progressive Housing, Inc., JCCP 5319	0.4	\$ 350.00	\$ 140.00
5/10/2024	Jenna M. Koleson	1 email sent/reviewed regarding Zoom link for Saunders Mediation	0.1	\$ 350.00	\$ 35.00
10/21/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/6/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/21/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/7/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/19/2023	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/8/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/8/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/11/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/15/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/3/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/19/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
6/26/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00

7/19/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
7/24/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/13/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
9/24/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
9/26/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
10/14/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
10/29/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/11/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/2/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/5/2024	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/24/2025	Jenna M. Koleson	1 internal message sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/5/2024	Jenna M. Koleson	1 message sent/reviewed	0.2	\$ 350.00	\$ 70.00
7/8/2024	Jenna M. Koleson	1 message sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/15/2023	Jenna M. Koleson	10 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$ 350.00	\$ 245.00
1/22/2025	Jenna M. Koleson	10 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/29/2024	Jenna M. Koleson	11 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
3/26/2024	Jenna M. Koleson	11 internal messages sent/reviewed	0.5	\$ 350.00	\$ 175.00

Exhibit 6.297

5/13/2024	Jenna M. Koleson	11 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
3/1/2024	Jenna M. Koleson	12 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
12/7/2023	Jenna M. Koleson	12723 tentative ruling - no appearance required created	0.1	\$ 350.00	\$ 35.00
2/11/2025	Jenna M. Koleson	13 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
11/12/2024	Jenna M. Koleson	14 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/24/2025	Jenna M. Koleson	14 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	15 internal messages sent/reviewed	0.5	\$ 350.00	\$ 175.00
3/5/2024	Jenna M. Koleson	15 internal messages sent/reviewed	0.5	\$ 350.00	\$ 175.00
4/30/2024	Jenna M. Koleson	15 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
5/6/2024	Jenna M. Koleson	16 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/10/2024	Jenna M. Koleson	17 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
11/14/2024	Jenna M. Koleson	17 internal messages sent/reviewed	0.6	\$ 350.00	\$ 210.00
2/18/2025	Jenna M. Koleson	17 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
3/25/2025	Jenna M. Koleson	17 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00

Exhibit 6.298

10/27/2023	Jenna M. Koleson	18 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/6/2024	Jenna M. Koleson	18 internal messages sent/reviewed	0.4	\$ 350.00	\$ 140.00
7/14/2024	Jenna M. Koleson	18 internal messages sent/reviewed	0.7	\$ 350.00	\$ 245.00
8/9/2024	Jenna M. Koleson	18 internal messages sent/reviewed	0.4	\$ 350.00	\$ 140.00
1/31/2024	Jenna M. Koleson	2 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
5/9/2024	Jenna M. Koleson	2 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
5/10/2024	Jenna M. Koleson	2 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.6	\$ 350.00	\$ 210.00

6/17/2024	Jenna M. Koleson	2 emails sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
6/26/2024	Jenna M. Koleson	2 emails sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.3	\$ 350.00	\$ 105.00
3/29/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Acknowledgment: Submission of documents to the Judicial Council of CA re. JCCP 5319 Conformed copies attached	0.6	\$ 350.00	\$ 210.00

3/19/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.1	\$ 350.00	\$ 35.00
11/5/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Class action case	0.1	\$ 350.00	\$ 35.00
8/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Curious	0.2	\$ 350.00	\$ 70.00
8/8/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Curious	0.2	\$ 350.00	\$ 70.00
10/24/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$ 350.00	\$ 140.00
11/9/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

1/4/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders +1 916-349-6997 (Account:(877) 265-8084)	0.6	\$ 350.00	\$ 210.00
11/9/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.5	\$ 350.00	\$ 175.00
11/10/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	1.1	\$ 350.00	\$ 385.00
12/19/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$ 350.00	\$ 245.00
1/23/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00

1/31/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
2/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$ 350.00	\$ 245.00
2/28/2025	Jenna M. Koleson	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$ 350.00	\$ 140.00
4/10/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Joint Case Management Statement -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
2/2/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Progressive Housing	0.4	\$ 350.00	\$ 140.00
2/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Progressive Housing	0.4	\$ 350.00	\$ 140.00

6/7/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Request for Financials -- Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, & Fred Lemke	0.2	\$ 350.00	\$ 70.00
11/6/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Request for Payment	0.2	\$ 350.00	\$ 70.00
2/29/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.2	\$ 350.00	\$ 70.00
3/4/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.4	\$ 350.00	\$ 140.00
7/19/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders - Workweeks	0.2	\$ 350.00	\$ 70.00
12/16/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing	0.4	\$ 350.00	\$ 140.00
2/6/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.5	\$ 350.00	\$ 175.00

2/23/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	1	\$ 350.00	\$ 350.00
2/26/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$ 350.00	\$ 35.00
3/22/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.1	\$ 350.00	\$ 35.00
4/8/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.4	\$ 350.00	\$ 140.00
4/17/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.2	\$ 350.00	\$ 70.00
10/30/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.2	\$ 350.00	\$ 70.00
5/10/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.4	\$ 350.00	\$ 140.00

7/11/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.1	\$ 350.00	\$ 35.00
8/9/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.6	\$ 350.00	\$ 210.00
8/14/2024	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.1	\$ 350.00	\$ 35.00
11/6/2023	Jenna M. Koleson	2 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.2	\$ 350.00	\$ 70.00
10/25/2023	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/10/2023	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/27/2023	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/15/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/6/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00

2/16/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/23/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/28/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/2/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/9/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
7/23/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
8/19/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
9/23/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/4/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/12/2024	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/8/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
2/12/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/25/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/6/2025	Jenna M. Koleson	2 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00

7/10/2024	Jenna M. Koleson	2022-2023 Tax Returns - Produced 7.9.2024 reviewed	0.2	\$ 350.00	\$ 70.00
7/11/2024	Jenna M. Koleson	2022-2023 Tax Returns - Produced 7.9.2024 reviewed	0.1	\$ 350.00	\$ 35.00
2/29/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Declaration of Mehrdad Bokhour reviewed	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Declaration of Mehrdad Bokhour reviewed	0.1	\$ 350.00	\$ 35.00
2/29/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Petition for Coordination edited and reviewed	0.3	\$ 350.00	\$ 105.00
3/5/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - POS Re Petition for Coordination reviewed	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	2024-02-28 Caron v. Progressive Housing - Proposed Order reviewed	0.1	\$ 350.00	\$ 35.00
3/29/2024	Jenna M. Koleson	2024-03-06 Caron v. Progressive Housing - Submission of Petition for Coordination - Conformed reviewed	0.2	\$ 350.00	\$ 70.00

3/29/2024	Jenna M. Koleson	2024-03-06 Caron v. Progressive Housing - Submission of Petition for Coordination (Saunders Caption) - Conformed reviewed	0.1	\$ 350.00	\$ 35.00
12/11/2024	Jenna M. Koleson	21 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
2/29/2024	Jenna M. Koleson	26 internal messages sent/reviewed	0.7	\$ 350.00	\$ 245.00
7/15/2024	Jenna M. Koleson	26 internal messages sent/reviewed	0.7	\$ 350.00	\$ 245.00
2/1/2024	Jenna M. Koleson	3 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.7	\$ 350.00	\$ 245.00
5/8/2024	Jenna M. Koleson	3 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00

6/28/2024	Jenna M. Koleson	3 emails sent/reviewed regarding 2nd Session Saunders v. Progressive Housing, Inc., et al. - Virtual Mediation Confirmed for July 9, 2024 at 9am to 12pm with Joann Rezzo	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.3	\$ 350.00	\$ 105.00
3/20/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.1	\$ 350.00	\$ 35.00
9/6/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Curious	0.3	\$ 350.00	\$ 105.00

10/19/2023	Jenna M. Koleson	3 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
12/18/2023	Jenna M. Koleson	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$ 350.00	\$ 105.00
1/26/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
4/22/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
2/1/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Progressive Housing	0.3	\$ 350.00	\$ 105.00
2/5/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Progressive Housing	0.6	\$ 350.00	\$ 210.00

4/26/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Remote Appearance for Plaintiff Jerime Saunders	0.1	\$ 350.00	\$ 35.00
11/15/2023	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders	0.4	\$ 350.00	\$ 140.00
5/13/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders	0.6	\$ 350.00	\$ 210.00
7/9/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders	0.2	\$ 350.00	\$ 70.00
9/6/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing	0.3	\$ 350.00	\$ 105.00
9/23/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing	0.5	\$ 350.00	\$ 175.00
11/21/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing	0.3	\$ 350.00	\$ 105.00
2/29/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.8	\$ 350.00	\$ 280.00
4/5/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing - Related Case	0.2	\$ 350.00	\$ 70.00

4/26/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.3	\$ 350.00	\$ 105.00
5/23/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.4	\$ 350.00	\$ 140.00
6/28/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.4	\$ 350.00	\$ 140.00
7/25/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.2	\$ 350.00	\$ 70.00
4/17/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- Pre-Mediation Calls	0.3	\$ 350.00	\$ 105.00
3/27/2024	Jenna M. Koleson	3 emails sent/reviewed regarding Submission of Plaintiff Saunders's Opposition & Motion to Stay the Caron Action re Caron, et al. v. Progressive Housing, Inc., JCCP 5319	0.5	\$ 350.00	\$ 175.00

11/3/2023	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/17/2023	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/14/2023	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/26/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/19/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/22/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/1/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/3/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
5/23/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
7/10/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
7/31/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
9/5/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
9/6/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.4	\$ 350.00	\$ 140.00
10/10/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00

11/27/2024	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
1/28/2025	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/27/2025	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/28/2025	Jenna M. Koleson	3 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	30 internal messages sent/reviewed	0.8	\$ 350.00	\$ 280.00
7/11/2024	Jenna M. Koleson	39 internal messages sent/reviewed	1.1	\$ 350.00	\$ 385.00
1/26/2024	Jenna M. Koleson	4 emails sent/reviewed regarding [External] RE: Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 350.00	\$ 70.00
3/7/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Acknowledgment: Submission of Petition for Coordination to Judicial Council of CA re. Caron, et al. v. Progressive Housing, Inc., JCCP 5319 - conformed copies incl.	0.5	\$ 350.00	\$ 175.00
12/13/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Check in	0.5	\$ 350.00	\$ 175.00

7/9/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Confidentiality Agreements	0.1	\$ 350.00	\$ 35.00
11/6/2023	Jenna M. Koleson	4 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$ 350.00	\$ 105.00
11/6/2023	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$ 350.00	\$ 105.00
12/20/2023	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.9	\$ 350.00	\$ 315.00
1/22/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.5	\$ 350.00	\$ 175.00

5/10/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 350.00	\$ 35.00
10/1/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive Housing	0.4	\$ 350.00	\$ 140.00
12/11/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive Housing	0.5	\$ 350.00	\$ 175.00
7/9/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al. - Pre-Mediation Calls?	0.2	\$ 350.00	\$ 70.00
7/15/2024	Jenna M. Koleson	4 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	1.7	\$ 350.00	\$ 595.00
11/9/2023	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/20/2023	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/15/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00

6/25/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
8/8/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/14/2024	Jenna M. Koleson	4 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
1/27/2025	Jenna M. Koleson	4 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
10/20/2023	Jenna M. Koleson	44 internal messages sent/reviewed	0.6	\$ 350.00	\$ 210.00
11/1/2023	Jenna M. Koleson	5 emails sent/reviewed regarding Expert Report re Damages in Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.3	\$ 350.00	\$ 105.00
1/29/2024	Jenna M. Koleson	5 emails sent/reviewed regarding Saunders v. Happy Daze	1	\$ 350.00	\$ 350.00
8/7/2024	Jenna M. Koleson	5 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.8	\$ 350.00	\$ 280.00
12/15/2023	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/2/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
4/9/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00

5/14/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
6/18/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
8/18/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/25/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
12/13/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
12/16/2024	Jenna M. Koleson	5 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
7/9/2024	Jenna M. Koleson	50 internal messages sent/reviewed	1.5	\$ 350.00	\$ 525.00
5/6/2024	Jenna M. Koleson	6 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.9	\$ 350.00	\$ 315.00
7/9/2024	Jenna M. Koleson	6 emails sent/reviewed regarding Saunders v. Progressive: Mediator's Proposal	0.4	\$ 350.00	\$ 140.00
11/2/2023	Jenna M. Koleson	6 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
5/22/2024	Jenna M. Koleson	6 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
10/1/2024	Jenna M. Koleson	6 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
7/3/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00

Exhibit 6.319

7/30/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
8/12/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
10/30/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.4	\$ 350.00	\$ 140.00
11/13/2024	Jenna M. Koleson	7 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
5/1/2024	Jenna M. Koleson	70 internal messages sent/reviewed	0.5	\$ 350.00	\$ 175.00
10/30/2023	Jenna M. Koleson	8 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
2/1/2024	Jenna M. Koleson	8 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
5/8/2024	Jenna M. Koleson	8 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
12/20/2023	Jenna M. Koleson	9 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
4/5/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.3	\$ 350.00	\$ 105.00
5/24/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.2	\$ 350.00	\$ 70.00
10/7/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
11/5/2024	Jenna M. Koleson	9 internal messages sent/reviewed	0.1	\$ 350.00	\$ 35.00
10/20/2023	Jenna M. Koleson	Amended PAGA Notice to Cathy A. Lemke reviewed	0.1	\$ 350.00	\$ 35.00

11/15/2023	Jenna M. Koleson	Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
4/15/2024	Jenna M. Koleson	Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
4/24/2024	Jenna M. Koleson	Amended PAGA Notice to ER reviewed	0.8	\$ 350.00	\$ 280.00
5/1/2024	Jenna M. Koleson	August 17, 2023 Minute Order reviewed	0.1	\$ 350.00	\$ 35.00
2/25/2025	Jenna M. Koleson	Call DC re settlement agreement attended	0.5	\$ 350.00	\$ 175.00
7/15/2024	Jenna M. Koleson	Call to discuss MP attended	0.5	\$ 350.00	\$ 175.00
5/6/2024	Jenna M. Koleson	Call w Client re Mediation Prep attended	0.5	\$ 350.00	\$ 175.00
7/11/2024	Jenna M. Koleson	Call w Michael Strauss attended	0.5	\$ 350.00	\$ 175.00
10/20/2023	Jenna M. Koleson	Call with Kerrie Merrifield attended	0.5	\$ 350.00	\$ 175.00
4/8/2024	Jenna M. Koleson	Caron Complaint (Filed 8.29.23) reviewed	0.2	\$ 350.00	\$ 70.00
12/7/2023	Jenna M. Koleson	Case Management Conference - no appearance required; continued (Dept. 27) attended	0.5	\$ 350.00	\$ 175.00
5/8/2024	Jenna M. Koleson	Chesley Interview reviewed	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Chesley Interview reviewed	0.2	\$ 350.00	\$ 70.00
11/15/2023	Jenna M. Koleson	Class Action Complaint (Conformed) reviewed	0.1	\$ 350.00	\$ 35.00

11/13/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.1	\$ 350.00	\$ 35.00
11/14/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.3	\$ 350.00	\$ 105.00
11/27/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.1	\$ 350.00	\$ 35.00
12/11/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL - signed by Jerime reviewed	0.1	\$ 350.00	\$ 35.00
10/23/2024	Jenna M. Koleson	Class Settlement Agreement - FINAL created, then reviewed	0.2	\$ 350.00	\$ 70.00
1/13/2025	Jenna M. Koleson	Class Settlement Agreement - FINAL plus additional redlines created, then edited	0.2	\$ 350.00	\$ 70.00
2/11/2025	Jenna M. Koleson	Class Settlement Agreement - FINAL plus additional redlines edited	0.1	\$ 350.00	\$ 35.00
3/25/2025	Jenna M. Koleson	Class Settlement Agreement - Fully Executed reviewed	0.1	\$ 350.00	\$ 35.00
10/7/2024	Jenna M. Koleson	Class Settlement Agreement - JMK Redlines created, then edited	0.9	\$ 350.00	\$ 315.00
10/7/2024	Jenna M. Koleson	Class Settlement Agreement - Plaintiff's Redlines edited	0.2	\$ 350.00	\$ 70.00
10/23/2024	Jenna M. Koleson	Class Settlement Agreement - Plaintiff's Redlines reviewed	0.1	\$ 350.00	\$ 35.00

Exhibit 6.322

7/12/2024	Jenna M. Koleson	Continued CMC (Dept 23) attended	0.5	\$ 350.00	\$ 175.00
4/26/2024	Jenna M. Koleson	Continued CMC (Dept. 27) attended	0.5	\$ 350.00	\$ 175.00
8/23/2024	Jenna M. Koleson	Continued CMC attended	0.5	\$ 350.00	\$ 175.00
1/24/2025	Jenna M. Koleson	Continued CMC attended	0.5	\$ 350.00	\$ 175.00
11/13/2024	Jenna M. Koleson	cv-class-settlement-checklist-010424 edited and reviewed	0.3	\$ 350.00	\$ 105.00
11/14/2024	Jenna M. Koleson	cv-class-settlement-checklist-010424 edited and reviewed	0.5	\$ 350.00	\$ 175.00
12/11/2024	Jenna M. Koleson	cv-class-settlement-checklist-010424 reviewed	0.1	\$ 350.00	\$ 35.00
3/25/2025	Jenna M. Koleson	cv-class-settlement-checklist-010424 reviewed	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	cv-class-settlement-checklist-110123 created	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	Declaration of Jenna M. Koleson ISO Opposition and Motion to Stay edited	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF 000168-002367 reviewed	0.3	\$ 350.00	\$ 105.00
5/1/2024	Jenna M. Koleson	DEF 000168-002367 reviewed	0.1	\$ 350.00	\$ 35.00
1/17/2024	Jenna M. Koleson	DEF 002368-002390 edited	0.2	\$ 350.00	\$ 70.00
4/24/2024	Jenna M. Koleson	DEF 002368-002390 reviewed	0.1	\$ 350.00	\$ 35.00

Exhibit 6.323

5/1/2024	Jenna M. Koleson	DEF 002368-002390 reviewed	0.2	\$ 350.00	\$ 70.00
5/2/2024	Jenna M. Koleson	DEF 002368-002390 reviewed	0.1	\$ 350.00	\$ 35.00
1/17/2024	Jenna M. Koleson	DEF 002391-002408 reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF 003505-DEF 004607 reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF 004608-DEF 007404 reviewed	0.4	\$ 350.00	\$ 140.00
5/1/2024	Jenna M. Koleson	DEF 007405-DEF 008144 reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF 008145-012044 reviewed	0.5	\$ 350.00	\$ 175.00
5/1/2024	Jenna M. Koleson	DEF 008145-012044 w JMK comments created, then reviewed	0.2	\$ 350.00	\$ 70.00
5/2/2024	Jenna M. Koleson	DEF 008145-012044 w JMK comments reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF 012045-015231 reviewed	0.5	\$ 350.00	\$ 175.00
5/1/2024	Jenna M. Koleson	DEF 012045-015231 w JMK comments reviewed	0.3	\$ 350.00	\$ 105.00
5/2/2024	Jenna M. Koleson	DEF 012045-015231 w JMK comments reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF008189 Late Lunch reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF008189 Late Lunch reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	DEF008235 Timecard Detail Report 070123-071523 reviewed	0.1	\$ 350.00	\$ 35.00

Exhibit 6.324

7/5/2024	Jenna M. Koleson	DEF008235 Timecard Detail Report 070123- 071523 reviewed	0.2	\$ 350.00	\$ 70.00
5/1/2024	Jenna M. Koleson	DEF012065- DEF012067 created, then edited and reviewed	0.2	\$ 350.00	\$ 70.00
3/6/2024	Jenna M. Koleson	DRAFT Declaration of Jenna M. Koleson edited	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	DRAFT Declaration of Jenna M. Koleson edited	0.5	\$ 350.00	\$ 175.00
3/25/2025	Jenna M. Koleson	DRAFT Declaration of Jenna M. Koleson edited and reviewed	1.4	\$ 350.00	\$ 490.00
3/25/2025	Jenna M. Koleson	DRAFT Declaration of Plaintiff Jerime Saunders edited	0.2	\$ 350.00	\$ 70.00
4/8/2024	Jenna M. Koleson	DRAFT EXHIBIT 1 REDLINED Second Amended Complaint edited and reviewed	0.4	\$ 350.00	\$ 140.00
4/8/2024	Jenna M. Koleson	DRAFT EXHIBIT 2 Second Amended Complaint edited and reviewed	0.6	\$ 350.00	\$ 210.00
4/15/2024	Jenna M. Koleson	DRAFT EXHIBIT 2 Second Amended Complaint reviewed	0.1	\$ 350.00	\$ 35.00
1/8/2025	Jenna M. Koleson	DRAFT Joint CMS edited	0.4	\$ 350.00	\$ 140.00
4/11/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 edited	0.1	\$ 350.00	\$ 35.00
4/10/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 edited and reviewed	0.4	\$ 350.00	\$ 140.00
4/24/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 reviewed	0.2	\$ 350.00	\$ 70.00

7/1/2024	Jenna M. Koleson	DRAFT Joint CMS 04.26.24 reviewed	0.1	\$ 350.00	\$ 35.00
8/7/2024	Jenna M. Koleson	DRAFT Joint CMS 08.23.24 edited and reviewed	0.4	\$ 350.00	\$ 140.00
11/9/2023	Jenna M. Koleson	DRAFT Joint CMS re 12723 CMC created, then edited	0.3	\$ 350.00	\$ 105.00
3/1/2024	Jenna M. Koleson	DRAFT Joint Stipulation re SAC created, then edited	0.7	\$ 350.00	\$ 245.00
3/4/2024	Jenna M. Koleson	DRAFT Joint Stipulation re SAC edited	0.4	\$ 350.00	\$ 140.00
4/8/2024	Jenna M. Koleson	DRAFT Joint Stipulation re SAC edited and reviewed	0.3	\$ 350.00	\$ 105.00
4/24/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] created, then edited and reviewed	0.6	\$ 350.00	\$ 210.00
5/1/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] edited	2.5	\$ 350.00	\$ 875.00
5/8/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] reviewed	0.8	\$ 350.00	\$ 280.00
7/9/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel [w/o corp] reviewed	4.3	\$ 350.00	\$ 1,505.00
2/2/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.2	\$ 350.00	\$ 70.00
2/6/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.3	\$ 350.00	\$ 105.00
2/7/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.2	\$ 350.00	\$ 70.00

4/22/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.1	\$ 350.00	\$ 35.00
4/23/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.4	\$ 350.00	\$ 140.00
4/24/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.3	\$ 350.00	\$ 105.00
12/11/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel reviewed	0.3	\$ 350.00	\$ 105.00
7/10/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.4	\$ 350.00	\$ 140.00
7/11/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.6	\$ 350.00	\$ 210.00
7/15/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.7	\$ 350.00	\$ 245.00
7/16/2024	Jenna M. Koleson	DRAFT Mediation Model to Counsel with 1 hour OTC per Week reviewed	0.2	\$ 350.00	\$ 70.00
11/13/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval created, then edited	4	\$ 350.00	\$ 1,400.00
11/14/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited	0.5	\$ 350.00	\$ 175.00
11/27/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited	1.1	\$ 350.00	\$ 385.00
12/11/2024	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited	5	\$ 350.00	\$ 1,750.00

3/25/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval edited and reviewed	4	\$ 350.00	\$ 1,400.00
1/28/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval reviewed	0.1	\$ 350.00	\$ 35.00
1/29/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval reviewed	0.9	\$ 350.00	\$ 315.00
2/12/2025	Jenna M. Koleson	DRAFT Motion for Preliminary Approval reviewed	0.1	\$ 350.00	\$ 35.00
7/25/2024	Jenna M. Koleson	DRAFT MOU re Settlement - JMK Redlines created, then edited	0.2	\$ 350.00	\$ 70.00
7/30/2024	Jenna M. Koleson	DRAFT MOU re Settlement - JMK Redlines edited	0.1	\$ 350.00	\$ 35.00
7/31/2024	Jenna M. Koleson	DRAFT MOU re Settlement - JMK Redlines edited	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	DRAFT Opposition to Petition for Coordination & Motion to Stay created, then edited	0.5	\$ 350.00	\$ 175.00
3/5/2024	Jenna M. Koleson	DRAFT Opposition to Petition for Coordination & Motion to Stay edited	6.7	\$ 350.00	\$ 2,345.00
3/6/2024	Jenna M. Koleson	DRAFT Opposition to Petition for Coordination and Stay of Actions edited and reviewed	0.2	\$ 350.00	\$ 70.00
3/7/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Motion to Stay the Caron Action edited	1	\$ 350.00	\$ 350.00

Exhibit 6.328

3/29/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Motion to Stay the Caron Action reviewed	0.3	\$ 350.00	\$ 105.00
3/6/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Motion to Stay the Caron Action w GJP edits edited	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions edited	0.7	\$ 350.00	\$ 245.00
3/29/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.1	\$ 350.00	\$ 35.00
4/24/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.4	\$ 350.00	\$ 140.00
11/27/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.1	\$ 350.00	\$ 35.00

3/4/2025	Jenna M. Koleson	DRAFT Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions reviewed	0.3	\$ 350.00	\$ 105.00
3/6/2024	Jenna M. Koleson	DRAFT Plaintiff Saunders's Motion to Stay the Caron Action edited	6.2	\$ 350.00	\$ 2,170.00
1/9/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief created	0.1	\$ 350.00	\$ 35.00
1/10/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.7	\$ 350.00	\$ 245.00
1/11/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.4	\$ 350.00	\$ 140.00
1/17/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	1.5	\$ 350.00	\$ 525.00
1/26/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.3	\$ 350.00	\$ 105.00
2/2/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.1	\$ 350.00	\$ 35.00
4/16/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.5	\$ 350.00	\$ 175.00
4/24/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	5.8	\$ 350.00	\$ 2,030.00
4/30/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited	0.2	\$ 350.00	\$ 70.00
4/22/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited and reviewed	0.5	\$ 350.00	\$ 175.00

5/1/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited and reviewed	6.9	\$ 350.00	\$ 2,415.00
5/2/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief edited and reviewed	1.9	\$ 350.00	\$ 665.00
3/5/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.1	\$ 350.00	\$ 35.00
3/6/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.1	\$ 350.00	\$ 35.00
4/15/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.2	\$ 350.00	\$ 70.00
7/8/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.3	\$ 350.00	\$ 105.00
3/17/2025	Jenna M. Koleson	DRAFT Plaintiff's Mediation Brief reviewed	0.3	\$ 350.00	\$ 105.00
4/8/2024	Jenna M. Koleson	DRAFT Proposed Order edited	0.1	\$ 350.00	\$ 35.00
3/29/2024	Jenna M. Koleson	DRAFT Sacramento Notice of Opposition created, then edited	0.5	\$ 350.00	\$ 175.00
3/29/2024	Jenna M. Koleson	DRAFT Santa Clara Notice of Opposition edited	0.1	\$ 350.00	\$ 35.00
3/4/2025	Jenna M. Koleson	DRAFT Santa Clara Notice of Opposition reviewed	0.2	\$ 350.00	\$ 70.00
3/1/2024	Jenna M. Koleson	DRAFT Second Amended Complaint created, then edited	0.8	\$ 350.00	\$ 280.00

Exhibit 6.331

3/4/2024	Jenna M. Koleson	DRAFT Second Amended Complaint edited	0.8	\$ 350.00	\$ 280.00
3/27/2024	Jenna M. Koleson	DRAFT Second Amended Complaint edited	0.7	\$ 350.00	\$ 245.00
4/15/2024	Jenna M. Koleson	Amended PAGA	0.5	\$ 350.00	\$ 175.00
7/12/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to ER edited and reviewed	0.2	\$ 350.00	\$ 70.00
7/12/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to Fred A. Lemke reviewed	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to LWDA edited	0.1	\$ 350.00	\$ 35.00
7/2/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to LWDA reviewed	0.1	\$ 350.00	\$ 35.00
9/26/2024	Jenna M. Koleson	DRAFT Second Amended PAGA Notice to LWDA reviewed	0.1	\$ 350.00	\$ 35.00
10/1/2024	Jenna M. Koleson	DRAFT THIRD Amended PAGA Notice to ER created, then edited and reviewed	0.2	\$ 350.00	\$ 70.00
11/7/2024	Jenna M. Koleson	DRAFT THIRD Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
10/1/2024	Jenna M. Koleson	DRAFT THIRD Amended PAGA Notice to LWDA edited	0.1	\$ 350.00	\$ 35.00

3/6/2024	Jenna M. Koleson	DRAFT_Opposition_t o_Petition_for_Coor dination_&_Motion_t o_Stay GJP edits created, then reviewed	0.3	\$ 350.00	\$ 105.00
7/9/2024	Jenna M. Koleson	Email attachment reviewed - 2022- 2023 Tax Returns - Produced 7.9.2024	0.3	\$ 350.00	\$ 105.00
2/29/2024	Jenna M. Koleson	Email attachment reviewed - 2024-02- 28 Caron v. Progressive Housing - Declaration of Mehrdad Bokhour	0.1	\$ 350.00	\$ 35.00
2/29/2024	Jenna M. Koleson	Email attachment reviewed - 2024-02- 28 Caron v. Progressive Housing - Petition for Coordination	0.1	\$ 350.00	\$ 35.00
10/23/2024	Jenna M. Koleson	Email attachment reviewed - Class Settlement Agreement - PS Edits 101324	0.2	\$ 350.00	\$ 70.00
2/1/2024	Jenna M. Koleson	Email attachment reviewed - DRAFT Mediation Model to Counsel	0.4	\$ 350.00	\$ 140.00
8/7/2024	Jenna M. Koleson	Email attachment reviewed - DRAFT MOU re Settlement PS Edits 8.6.24	0.1	\$ 350.00	\$ 35.00
7/25/2024	Jenna M. Koleson	Email attachment reviewed - MOU re Settlement - Saunders v. Progressive Housing - PS 7.17.24	0.2	\$ 350.00	\$ 70.00

5/1/2024	Jenna M. Koleson	Email attachment reviewed - Updated Class List Information -- Produced for Mediation 4856-5189-0873 v.1	0.1	\$ 350.00	\$ 35.00
1/17/2024	Jenna M. Koleson	Employee Handbook Part 2 reviewed	0.1	\$ 350.00	\$ 35.00
1/26/2024	Jenna M. Koleson	Employee Roster reviewed	0.1	\$ 350.00	\$ 35.00
10/20/2023	Jenna M. Koleson	Example for Expert in SAUNDERS -- Arana v Statewide Towing Mediation Analysis 6-22-2021 created	0.1	\$ 350.00	\$ 35.00
3/29/2024	Jenna M. Koleson	Exhibit 1 created, then reviewed	0.1	\$ 350.00	\$ 35.00
4/8/2024	Jenna M. Koleson	EXHIBIT 2 Second Amended Complaint edited	0.1	\$ 350.00	\$ 35.00
4/24/2024	Jenna M. Koleson	Exhibit A edited	0.1	\$ 350.00	\$ 35.00
5/2/2024	Jenna M. Koleson	Exhibit A Happy Daze RV Employee Handbook reviewed	0.1	\$ 350.00	\$ 35.00
5/2/2024	Jenna M. Koleson	Exhibit B Photos of the Shop at Happy Daze RV created	0.1	\$ 350.00	\$ 35.00
5/2/2024	Jenna M. Koleson	Exhibit C Data from July 1 - 15, 2023 Pay Period created	0.1	\$ 350.00	\$ 35.00
5/2/2024	Jenna M. Koleson	Exhibit D Voluntary Missed Meal Break Acknowledgment created	0.1	\$ 350.00	\$ 35.00
5/2/2024	Jenna M. Koleson	Exhibit E Involuntary Missed Meal Break Report created, then reviewed	0.2	\$ 350.00	\$ 70.00

Exhibit 6.334

3/25/2025	Jenna M. Koleson	Exhibit X Consolidated PAGA Notices created	0.1	\$ 350.00	\$ 35.00
3/25/2025	Jenna M. Koleson	Exhibit X Consolidated Pleadings created, then reviewed	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	First Amended Complaint (conformed) reviewed	0.1	\$ 350.00	\$ 35.00
1/29/2024	Jenna M. Koleson	First Amended Complaint (conformed) reviewed	0.1	\$ 350.00	\$ 35.00
2/5/2024	Jenna M. Koleson	First Amended Complaint (conformed) reviewed	0.4	\$ 350.00	\$ 140.00
1/11/2024	Jenna M. Koleson	First Amended Complaint reviewed	0.1	\$ 350.00	\$ 35.00
10/7/2024	Jenna M. Koleson	First Amended Complaint reviewed	0.1	\$ 350.00	\$ 35.00
7/5/2024	Jenna M. Koleson	Follow up Call w Mediator attended	0.5	\$ 350.00	\$ 175.00
7/9/2024	Jenna M. Koleson	Follow up Mediation Session attended	3	\$ 350.00	\$ 1,050.00
3/5/2024	Jenna M. Koleson	Franklin & Franklin v. 7-Eleven Owners For Fair Franchising reviewed	0.1	\$ 350.00	\$ 35.00
8/14/2024	Jenna M. Koleson	Fully Executed MOU created, then edited	0.1	\$ 350.00	\$ 35.00
10/7/2024	Jenna M. Koleson	Fully Executed MOU reviewed	0.1	\$ 350.00	\$ 35.00
11/14/2024	Jenna M. Koleson	Fully Executed MOU reviewed	0.1	\$ 350.00	\$ 35.00
1/17/2024	Jenna M. Koleson	Happy Daze RV Job Posting reviewed	0.1	\$ 350.00	\$ 35.00

Exhibit 6.335

3/7/2024	Jenna M. Koleson	JCCP 5319_Conformed- Caption Pg_POS_Petition for Coordination_MPA ISO_Decl ISO_PROPOSED Order_29 FEB 2024 reviewed	0.1	\$ 350.00	\$ 35.00
4/10/2024	Jenna M. Koleson	JCCP 5319_JC- Conformed_Plaintiff Saunders Opposition to Plaintiff Caron Petition for Coordination_MPA ISO_07 MAR 2024 reviewed	0.2	\$ 350.00	\$ 70.00
1/31/2024	Jenna M. Koleson	Joint CMC Statement Final reviewed	0.2	\$ 350.00	\$ 70.00
1/31/2024	Jenna M. Koleson	Joint CMC Statement reviewed	0.1	\$ 350.00	\$ 35.00
4/11/2024	Jenna M. Koleson	Joint CMS 04.26.24 edited	0.1	\$ 350.00	\$ 35.00
4/11/2024	Jenna M. Koleson	Joint CMS 04.26.24 edited	0.1	\$ 350.00	\$ 35.00
4/24/2024	Jenna M. Koleson	Joint CMS 04.26.24 reviewed	0.5	\$ 350.00	\$ 175.00
8/7/2024	Jenna M. Koleson	Joint CMS 08.23.24 edited	0.1	\$ 350.00	\$ 35.00
11/20/2023	Jenna M. Koleson	Joint CMS re 12723 CMC - DRAFT edited	0.1	\$ 350.00	\$ 35.00
4/11/2024	Jenna M. Koleson	Joint CMS re 12723 CMC - DRAFT reviewed	0.1	\$ 350.00	\$ 35.00
11/20/2023	Jenna M. Koleson	Joint CMS re 12723 CMC edited	0.1	\$ 350.00	\$ 35.00
11/20/2023	Jenna M. Koleson	Joint CMS re 12723 CMC edited and reviewed	0.1	\$ 350.00	\$ 35.00

4/8/2024	Jenna M. Koleson	Joint Stipulation re SAC reviewed	0.1	\$ 350.00	\$ 35.00
4/15/2024	Jenna M. Koleson	Joint Stipulation re SAC w Exhibits (Conformed) reviewed	0.1	\$ 350.00	\$ 35.00
4/24/2024	Jenna M. Koleson	Joint Stipulation re SAC w Exhibits (Conformed) reviewed	0.2	\$ 350.00	\$ 70.00
4/8/2024	Jenna M. Koleson	Joint Stipulation re SAC w Exhibits created, then edited	0.1	\$ 350.00	\$ 35.00
3/5/2024	Jenna M. Koleson	McGhan Medical Corp. v. Superior Court reviewed	0.2	\$ 350.00	\$ 70.00
5/10/2024	Jenna M. Koleson	Mediation (Zoom) attended	8	\$ 350.00	\$ 2,800.00
10/27/2023	Jenna M. Koleson	Mediation Disclosure created	0.1	\$ 350.00	\$ 35.00
10/27/2023	Jenna M. Koleson	Mediation Disclosure created	0.1	\$ 350.00	\$ 35.00
4/22/2024	Jenna M. Koleson	Meeting w Mediator attended	0.5	\$ 350.00	\$ 175.00
3/5/2024	Jenna M. Koleson	Memo created - analysis	0.5	\$ 350.00	\$ 175.00
4/25/2024	Jenna M. Koleson	Memo created - ask for control date at CMC	0.1	\$ 350.00	\$ 35.00
11/27/2024	Jenna M. Koleson	Memo created - Caselaw re CMO	0.2	\$ 350.00	\$ 70.00
4/26/2024	Jenna M. Koleson	Memo created - Department 23 To join by Zoom link - htt	0.1	\$ 350.00	\$ 35.00
7/31/2024	Jenna M. Koleson	Memo created - Dylan - None of the aggrieved employees	0.1	\$ 350.00	\$ 35.00
7/5/2024	Jenna M. Koleson	Memo created - follow up w joann	0.1	\$ 350.00	\$ 35.00
12/19/2023	Jenna M. Koleson	Memo created - Mediation Prep	0.3	\$ 350.00	\$ 105.00

3/6/2024	Jenna M. Koleson	Memo created - notes from JCCP	0.1	\$ 350.00	\$ 35.00
2/1/2024	Jenna M. Koleson	Memo created - overlap of claims spreadsheet what's the	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	Memo created - Plaintiff incorporates, by reference all	0.1	\$ 350.00	\$ 35.00
7/9/2024	Jenna M. Koleson	Memo created - while we appreciate the production of th	0.2	\$ 350.00	\$ 70.00
5/10/2024	Jenna M. Koleson	Memo created - Workweek Data	0.1	\$ 350.00	\$ 35.00
1/29/2024	Jenna M. Koleson	Memo created, then edited - call w DC	0.3	\$ 350.00	\$ 105.00
1/26/2024	Jenna M. Koleson	Memo created, then edited - Call with Expert 1/26	0.2	\$ 350.00	\$ 70.00
11/1/2023	Jenna M. Koleson	Memo created, then edited - Call with Merrifield 11/1/23	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	Memo created, then edited - CCP 404: When civil actions sharing a co	0.2	\$ 350.00	\$ 70.00
2/29/2024	Jenna M. Koleson	Memo created, then edited - chat w GJP	0.5	\$ 350.00	\$ 175.00
11/22/2023	Jenna M. Koleson	Memo created, then edited - Damages Expert Information	0.3	\$ 350.00	\$ 105.00
3/1/2024	Jenna M. Koleson	Memo created, then edited - jorge valasquez for sample motion to sta	0.3	\$ 350.00	\$ 105.00

5/10/2024	Jenna M. Koleson	Memo created, then edited - Mediation	3.4	\$ 350.00	\$ 1,190.00
5/9/2024	Jenna M. Koleson	Memo created, then edited - recalling witnesses	0.5	\$ 350.00	\$ 175.00
2/7/2024	Jenna M. Koleson	Memo created, then edited - regular rate claim failure to pay sick w	0.1	\$ 350.00	\$ 35.00
7/1/2024	Jenna M. Koleson	Memo created, then edited - Zoom re Financial w DC	0.5	\$ 350.00	\$ 175.00
7/15/2024	Jenna M. Koleson	Memo created, then edited and reviewed - call w GJP	0.3	\$ 350.00	\$ 105.00
4/22/2024	Jenna M. Koleson	Memo created, then edited and reviewed - call w mediator 4/22 @ 8AM	0.4	\$ 350.00	\$ 140.00
10/20/2023	Jenna M. Koleson	Memo created, then edited and reviewed - Call with Merrifield	0.1	\$ 350.00	\$ 35.00
11/15/2023	Jenna M. Koleson	Memo created, then edited and reviewed - Call with Merrifield 11/15/23	0.4	\$ 350.00	\$ 140.00
10/23/2023	Jenna M. Koleson	Memo created, then edited and reviewed - File Review	1	\$ 350.00	\$ 350.00
5/1/2024	Jenna M. Koleson	Memo created, then edited and reviewed - Meal Period Issues	2.2	\$ 350.00	\$ 770.00
5/8/2024	Jenna M. Koleson	Memo created, then edited and reviewed - mediation prep w GJP & client	3.3	\$ 350.00	\$ 1,155.00

Exhibit 6.339

4/24/2024	Jenna M. Koleson	Memo created, then edited and reviewed - Mediation Preparation	1.5	\$ 350.00	\$ 525.00
7/14/2024	Jenna M. Koleson	Memo created, then edited and reviewed - Mediator's Proposal	1.2	\$ 350.00	\$ 420.00
7/9/2024	Jenna M. Koleson	Memo created, then reviewed - call w GJP	0.3	\$ 350.00	\$ 105.00
7/1/2024	Jenna M. Koleson	Memo created, then reviewed - Thoughts re financial inability to pay argument	0.8	\$ 350.00	\$ 280.00
2/23/2024	Jenna M. Koleson	Memo edited - Additional Questions answered by witnesses	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Additional Questions to Ask Witnesses	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call from Fred Lemke	0.1	\$ 350.00	\$ 35.00
2/1/2024	Jenna M. Koleson	Memo edited - call w DC	0.1	\$ 350.00	\$ 35.00
2/6/2024	Jenna M. Koleson	Memo edited - call w DC	0.1	\$ 350.00	\$ 35.00
10/1/2024	Jenna M. Koleson	Memo edited - call w GJP	0.1	\$ 350.00	\$ 35.00
10/20/2023	Jenna M. Koleson	Memo edited - Call w/ Expert	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call w/ Expert	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call w/ OC	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 10/20/23	0.2	\$ 350.00	\$ 70.00

11/9/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 11/1/23	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 11/15/23	0.2	\$ 350.00	\$ 70.00
12/19/2023	Jenna M. Koleson	Memo edited - Call with Merrifield 11/15/23	0.1	\$ 350.00	\$ 35.00
10/20/2023	Jenna M. Koleson	Memo edited - Case Update	0.1	\$ 350.00	\$ 35.00
1/26/2024	Jenna M. Koleson	Memo edited - Case Update	0.1	\$ 350.00	\$ 35.00
4/4/2024	Jenna M. Koleson	Memo edited - chat w GJP	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Chesley Interview	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Memo edited - Client's Individual Damages	0.1	\$ 350.00	\$ 35.00
11/29/2023	Jenna M. Koleson	Memo edited - Damages Expert Information	0.1	\$ 350.00	\$ 35.00
8/12/2024	Jenna M. Koleson	Memo edited - Dylan - None of the aggrieved employees	0.9	\$ 350.00	\$ 315.00
11/14/2024	Jenna M. Koleson	Memo edited - Dylan - None of the aggrieved employees	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Employees Contact Info	0.1	\$ 350.00	\$ 35.00
11/9/2023	Jenna M. Koleson	Memo edited - File Review	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Hahner Interview	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	Memo edited - jorge valasquez for sample motion to sta	0.1	\$ 350.00	\$ 35.00

3/6/2024	Jenna M. Koleson	Memo edited - jorge valasquez for sample motion to sta	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Lamont Interview	0.1	\$ 350.00	\$ 35.00
7/14/2024	Jenna M. Koleson	Memo edited - Meal Period Issues	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Memo edited - Meal Period Issues	0.1	\$ 350.00	\$ 35.00
4/25/2024	Jenna M. Koleson	Memo edited - Mediation Brief Notes	0.5	\$ 350.00	\$ 175.00
12/20/2023	Jenna M. Koleson	Memo edited - Mediation Prep	0.1	\$ 350.00	\$ 35.00
1/29/2024	Jenna M. Koleson	Memo edited - Mediation Prep	0.1	\$ 350.00	\$ 35.00
5/9/2024	Jenna M. Koleson	Memo edited - mediation prep w GJP & client	1.1	\$ 350.00	\$ 385.00
7/19/2024	Jenna M. Koleson	Memo edited - Mediator's Proposal	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	Memo edited - notes from JCCP	0.1	\$ 350.00	\$ 35.00
7/11/2024	Jenna M. Koleson	Memo edited - notes re mediator's proposal	0.2	\$ 350.00	\$ 70.00
7/19/2024	Jenna M. Koleson	Memo edited - notes re mediator's proposal	0.1	\$ 350.00	\$ 35.00
10/7/2024	Jenna M. Koleson	Memo edited - notes re mediator's proposal	0.1	\$ 350.00	\$ 35.00
2/6/2024	Jenna M. Koleson	Memo edited - overlap of claims spreadsheet what's the	0.2	\$ 350.00	\$ 70.00
4/24/2024	Jenna M. Koleson	Memo edited - Plaintiff incorporates, by reference all	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Pressler Interview	0.1	\$ 350.00	\$ 35.00

Exhibit 6.342

5/10/2024	Jenna M. Koleson	Memo edited - recalling witnesses	0.1	\$ 350.00	\$ 35.00
2/8/2024	Jenna M. Koleson	Memo edited - regular rate claim failure to pay sick w	0.1	\$ 350.00	\$ 35.00
2/23/2024	Jenna M. Koleson	Memo edited - regular rate claim failure to pay sick w	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Requested Info for Mediation	0.1	\$ 350.00	\$ 35.00
1/22/2025	Jenna M. Koleson	Memo edited - Rules for Motion Filings	0.2	\$ 350.00	\$ 70.00
1/27/2025	Jenna M. Koleson	Memo edited - Rules for Motion Filings	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Text with Jerime	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo edited - Update re ER	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - USA Express Interviews	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo edited - Vanname Interview	0.1	\$ 350.00	\$ 35.00
7/10/2024	Jenna M. Koleson	Memo edited - while we appreciate the production of th	0.2	\$ 350.00	\$ 70.00
10/23/2023	Jenna M. Koleson	Memo edited and reviewed - Additional Questions answered by witnesses	0.1	\$ 350.00	\$ 35.00
3/6/2024	Jenna M. Koleson	Memo edited and reviewed - analysis	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	Memo edited and reviewed - ask for control date at CMC	0.1	\$ 350.00	\$ 35.00

4/24/2024	Jenna M. Koleson	Memo edited and reviewed - call w mediator 4/22 @ 8AM	0.5	\$ 350.00	\$ 175.00
7/10/2024	Jenna M. Koleson	Memo edited and reviewed - Client's Individual Damages	0.1	\$ 350.00	\$ 35.00
12/19/2023	Jenna M. Koleson	Memo edited and reviewed - Damages Expert Information	0.2	\$ 350.00	\$ 70.00
1/17/2024	Jenna M. Koleson	Memo edited and reviewed - File Review	0.1	\$ 350.00	\$ 35.00
7/9/2024	Jenna M. Koleson	Memo edited and reviewed - follow up w joann	2.6	\$ 350.00	\$ 910.00
5/6/2024	Jenna M. Koleson	Memo edited and reviewed - Meal Period Issues	2.7	\$ 350.00	\$ 945.00
5/13/2024	Jenna M. Koleson	Memo edited and reviewed - Mediation	1	\$ 350.00	\$ 350.00
5/1/2024	Jenna M. Koleson	Memo edited and reviewed - Mediation Brief Notes	0.7	\$ 350.00	\$ 245.00
1/17/2024	Jenna M. Koleson	Memo edited and reviewed - Mediation Prep	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Memo edited and reviewed - Mediator's Proposal	2.6	\$ 350.00	\$ 910.00
10/7/2024	Jenna M. Koleson	Memo edited and reviewed - Mediator's Proposal	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	Memo edited and reviewed - notes re mediator's proposal	0.1	\$ 350.00	\$ 35.00

2/7/2024	Jenna M. Koleson	Memo edited and reviewed - overlap of claims spreadsheet what's the	0.3	\$ 350.00	\$ 105.00
7/3/2024	Jenna M. Koleson	Memo edited and reviewed - Thoughts re financial inability to pay argument	3.3	\$ 350.00	\$ 1,155.00
7/5/2024	Jenna M. Koleson	Memo edited and reviewed - Thoughts re financial inability to pay argument	0.7	\$ 350.00	\$ 245.00
7/10/2024	Jenna M. Koleson	Memo edited and reviewed - Workweek Data	0.2	\$ 350.00	\$ 70.00
3/5/2024	Jenna M. Koleson	Memo reviewed -	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	Memo reviewed -	0.2	\$ 350.00	\$ 70.00
4/26/2024	Jenna M. Koleson	Memo reviewed - ask for control date at CMC	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo reviewed - Call w/ Expert	0.1	\$ 350.00	\$ 35.00
11/22/2023	Jenna M. Koleson	Memo reviewed - Call w/ Expert	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Memo reviewed - Call with Expert 1/26	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Memo reviewed - Case Update	0.1	\$ 350.00	\$ 35.00
12/18/2023	Jenna M. Koleson	Memo reviewed - Damages Expert Information	0.1	\$ 350.00	\$ 35.00
12/20/2023	Jenna M. Koleson	Memo reviewed - Damages Expert Information	0.1	\$ 350.00	\$ 35.00
11/1/2023	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$ 350.00	\$ 35.00
12/19/2023	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$ 350.00	\$ 35.00
1/10/2024	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$ 350.00	\$ 35.00

1/26/2024	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$ 350.00	\$ 35.00
4/22/2024	Jenna M. Koleson	Memo reviewed - File Review	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	Memo reviewed - File Review	0.2	\$ 350.00	\$ 70.00
5/8/2024	Jenna M. Koleson	Memo reviewed - File Review	0.2	\$ 350.00	\$ 70.00
5/10/2024	Jenna M. Koleson	Memo reviewed - Meal Period Issues	0.1	\$ 350.00	\$ 35.00
7/1/2024	Jenna M. Koleson	Memo reviewed - Mediation	0.1	\$ 350.00	\$ 35.00
7/5/2024	Jenna M. Koleson	Memo reviewed - Mediation	0.1	\$ 350.00	\$ 35.00
7/9/2024	Jenna M. Koleson	Memo reviewed - Mediation	0.2	\$ 350.00	\$ 70.00
5/8/2024	Jenna M. Koleson	Memo reviewed - Mediation Brief Notes	0.1	\$ 350.00	\$ 35.00
5/10/2024	Jenna M. Koleson	Memo reviewed - Mediation Brief Notes	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Memo reviewed - Mediation Brief Notes	0.1	\$ 350.00	\$ 35.00
4/22/2024	Jenna M. Koleson	Memo reviewed - Mediation Prep	0.1	\$ 350.00	\$ 35.00
7/1/2024	Jenna M. Koleson	Memo reviewed - mediation prep w GJP & client	0.1	\$ 350.00	\$ 35.00
7/10/2024	Jenna M. Koleson	Memo reviewed - mediation prep w GJP & client	0.1	\$ 350.00	\$ 35.00
3/29/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.2	\$ 350.00	\$ 70.00
4/4/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.4	\$ 350.00	\$ 140.00
4/10/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.1	\$ 350.00	\$ 35.00
4/15/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	0.4	\$ 350.00	\$ 140.00
4/16/2024	Jenna M. Koleson	Memo reviewed - notes from JCCP	1.2	\$ 350.00	\$ 420.00

Exhibit 6.346

7/15/2024	Jenna M. Koleson	Memo reviewed - notes re mediator's proposal	0.2	\$ 350.00	\$ 70.00
10/23/2023	Jenna M. Koleson	Memo reviewed - Request Additional Info	0.1	\$ 350.00	\$ 35.00
3/24/2025	Jenna M. Koleson	Memo reviewed - Rules for Motion Filings	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Memo reviewed - Workweek Data	0.1	\$ 350.00	\$ 35.00
7/3/2024	Jenna M. Koleson	Memo reviewed - Zoom re Financial w DC	0.1	\$ 350.00	\$ 35.00
12/11/2024	Jenna M. Koleson	Moniz v. Adecco U.S., Inc created	0.3	\$ 350.00	\$ 105.00
8/14/2024	Jenna M. Koleson	MOU . Saunders v. Progressive Housing - signed reviewed	0.1	\$ 350.00	\$ 35.00
8/12/2024	Jenna M. Koleson	MOU . Saunders v. Progressive Housing reviewed	0.2	\$ 350.00	\$ 70.00
4/24/2024	Jenna M. Koleson	New Hire Packet reviewed	0.2	\$ 350.00	\$ 70.00
7/15/2024	Jenna M. Koleson	Notice of Case Management Conference & Orders (1) reviewed	0.2	\$ 350.00	\$ 70.00
4/8/2024	Jenna M. Koleson	Notice of Department Relocation reviewed	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	Notice of Ruling - July 12 CMC edited	0.1	\$ 350.00	\$ 35.00
5/6/2024	Jenna M. Koleson	Notice of Ruling edited	0.1	\$ 350.00	\$ 35.00
5/6/2024	Jenna M. Koleson	Notice of Ruling edited and reviewed	0.1	\$ 350.00	\$ 35.00
8/7/2024	Jenna M. Koleson	Notice of Ruling reviewed	0.4	\$ 350.00	\$ 140.00

4/30/2024	Jenna M. Koleson	Order Assigning Coordination Motion Judge reviewed	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	Order Assigning Coordination Motion Judge reviewed	0.2	\$ 350.00	\$ 70.00
5/13/2024	Jenna M. Koleson	Order Denying Coordination reviewed	0.3	\$ 350.00	\$ 105.00
1/12/2024	Jenna M. Koleson	PAGA Notice to LWDA reviewed	0.5	\$ 350.00	\$ 175.00
8/7/2024	Jenna M. Koleson	PAGA Notice to LWDA reviewed	0.2	\$ 350.00	\$ 70.00
10/1/2024	Jenna M. Koleson	PAGA Notice to LWDA reviewed	0.1	\$ 350.00	\$ 35.00
11/7/2023	Jenna M. Koleson	Phone call with client Jerime Saunders (Phone) attended	0.5	\$ 350.00	\$ 175.00
5/2/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits created	0.1	\$ 350.00	\$ 35.00
5/6/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.3	\$ 350.00	\$ 105.00
5/8/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.5	\$ 350.00	\$ 175.00
5/10/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.8	\$ 350.00	\$ 280.00
7/14/2024	Jenna M. Koleson	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.1	\$ 350.00	\$ 35.00

3/7/2024	Jenna M. Koleson	Plaintiff Saunders Motion to Stay the Caron Action edited	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	Plaintiff Saunders Opposition to Plaintiff Carons Petition for Coordination and Stay of Actions edited	0.1	\$ 350.00	\$ 35.00
7/5/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.1	\$ 350.00	\$ 35.00
7/10/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.1	\$ 350.00	\$ 35.00
7/11/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.2	\$ 350.00	\$ 70.00
7/15/2024	Jenna M. Koleson	Plaintiff's Mediation Brief reviewed	0.1	\$ 350.00	\$ 35.00
4/24/2024	Jenna M. Koleson	Plaintiffs' Mediation Brief SAMPLE reviewed	0.2	\$ 350.00	\$ 70.00
5/1/2024	Jenna M. Koleson	Plaintiffs' Mediation Brief SAMPLE reviewed	0.8	\$ 350.00	\$ 280.00
7/3/2024	Jenna M. Koleson	POS re SAC edited and reviewed	0.2	\$ 350.00	\$ 70.00
1/17/2024	Jenna M. Koleson	Pressler Invterview reviewed	0.2	\$ 350.00	\$ 70.00
3/7/2024	Jenna M. Koleson	Proof of Service re Opposition and Motion edited	0.2	\$ 350.00	\$ 70.00
3/7/2024	Jenna M. Koleson	Proof of Service re Opposition and Motion edited	0.1	\$ 350.00	\$ 35.00
10/23/2023	Jenna M. Koleson	Relevant Claims and Theories of Liability reviewed	0.4	\$ 350.00	\$ 140.00

1/17/2024	Jenna M. Koleson	Relevant Claims and Theories of Liability reviewed	0.1	\$ 350.00	\$ 35.00
1/26/2024	Jenna M. Koleson	Relevant Claims and Theories of Liability reviewed	0.2	\$ 350.00	\$ 70.00
10/20/2023	Jenna M. Koleson	Relevant Claims and Theories of Liability sent to KM created	0.1	\$ 350.00	\$ 35.00
12/11/2024	Jenna M. Koleson	Relevant Claims and Theories of Liability sent to KM reviewed	0.1	\$ 350.00	\$ 35.00
2/1/2024	Jenna M. Koleson	Retainer Agreement signed reviewed	0.1	\$ 350.00	\$ 35.00
7/15/2024	Jenna M. Koleson	Sacramento County Local Rules reviewed	0.3	\$ 350.00	\$ 105.00
3/29/2024	Jenna M. Koleson	Sacramento Notice of Opposition w Exhibit 1 created, then edited	0.1	\$ 350.00	\$ 35.00
3/5/2024	Jenna M. Koleson	SAMPLE Opposition to Motion for Stay reviewed	0.3	\$ 350.00	\$ 105.00
3/6/2024	Jenna M. Koleson	SAMPLE Plaintiff's Motion to Lift Stay reviewed	0.1	\$ 350.00	\$ 35.00
3/5/2024	Jenna M. Koleson	SAMPLE Plaintiff's Opposition to TEC's Request for Coordination as Add-On & for Stay reviewed	0.6	\$ 350.00	\$ 210.00
3/29/2024	Jenna M. Koleson	Santa Clara Notice of Opposition w Exhibit 1 created, then edited	0.1	\$ 350.00	\$ 35.00
5/1/2024	Jenna M. Koleson	Saunders Analysis ALL PDF 12132023 reviewed	0.2	\$ 350.00	\$ 70.00

10/20/2023	Jenna M. Koleson	Saunders Employee Docs Report reviewed	0.1	\$ 350.00	\$ 35.00
11/6/2023	Jenna M. Koleson	Saunders Invoices 11062023 PDF1 created	0.1	\$ 350.00	\$ 35.00
5/8/2024	Jenna M. Koleson	Saunders Mediation Prep attended	1	\$ 350.00	\$ 350.00
7/3/2024	Jenna M. Koleson	Saunders Order re SAC reviewed	0.1	\$ 350.00	\$ 35.00
3/4/2024	Jenna M. Koleson	Saunders Petition for Coordination and Motion for Stay Rules Memo created, then reviewed	0.1	\$ 350.00	\$ 35.00
3/5/2024	Jenna M. Koleson	Saunders Petition for Coordination and Motion for Stay Rules Memo reviewed	0.1	\$ 350.00	\$ 35.00
3/7/2024	Jenna M. Koleson	Saunders Petition for Coordination and Motion for Stay Rules Memo reviewed	0.2	\$ 350.00	\$ 70.00
5/6/2024	Jenna M. Koleson	Saunders.Mediation Employee Data.Produced for Mediation reviewed	0.2	\$ 350.00	\$ 70.00
7/15/2024	Jenna M. Koleson	Saunders.Mediation Employee Data.Produced for Mediation reviewed	1.1	\$ 350.00	\$ 385.00
12/11/2024	Jenna M. Koleson	Saunders.Mediation Employee Data.Produced for Mediation reviewed	0.2	\$ 350.00	\$ 70.00
2/2/2024	Jenna M. Koleson	Saunders-Caron Case Comparison edited	0.2	\$ 350.00	\$ 70.00

2/5/2024	Jenna M. Koleson	Saunders-Caron Case Comparison edited	1.4	\$ 350.00	\$ 490.00
2/6/2024	Jenna M. Koleson	Saunders-Caron Case Comparison edited	0.2	\$ 350.00	\$ 70.00
7/3/2024	Jenna M. Koleson	Second Amended Complaint 7324 created, then edited	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	Second Amended Complaint 7324 reviewed	0.1	\$ 350.00	\$ 35.00
7/14/2024	Jenna M. Koleson	Second Amended Complaint 7324 reviewed	0.2	\$ 350.00	\$ 70.00
7/3/2024	Jenna M. Koleson	Second Amended Complaint edited and reviewed	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	Second Amended PAGA Notice to ER edited and reviewed	0.1	\$ 350.00	\$ 35.00
9/26/2024	Jenna M. Koleson	Second Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
7/12/2024	Jenna M. Koleson	Second Amended PAGA Notice to LWDA edited and reviewed	0.1	\$ 350.00	\$ 35.00
10/1/2024	Jenna M. Koleson	THIRD Amended PAGA Notice to ER edited	0.1	\$ 350.00	\$ 35.00
12/11/2024	Jenna M. Koleson	THIRD Amended PAGA Notice to ER reviewed	0.1	\$ 350.00	\$ 35.00
5/6/2024	Jenna M. Koleson	Updated Class List Information -- Produced for Mediation 4856- 5189-0873 v.1 reviewed	0.2	\$ 350.00	\$ 70.00
5/10/2024	Jenna M. Koleson	Vannname Interview reviewed	0.2	\$ 350.00	\$ 70.00

Exhibit 6.352

7/15/2024	Jenna M. Koleson	Vanname Interview reviewed	0.2	\$ 350.00	\$ 70.00
TOTALS			253.6		\$88,760.00

Fee Date	Staff	Subject	Hours	Rate	Billable Amount
11/13/2023	Gabriel J. Pimentel	\$3032.56 INV #2264 Axiom Forensics Accounting reviewed	0.1	\$ 700.00	\$ 70.00
12/14/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Automatic reply: Charges	0.1	\$ 700.00	\$ 70.00
10/30/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Automatic reply: Saunders v. Progressive Housing, Inc., et al.	0.2	\$ 700.00	\$ 140.00
12/7/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Charges	0.1	\$ 700.00	\$ 70.00
9/21/2022	Gabriel J. Pimentel	1 email sent/reviewed regarding Jeremy Saunders +1 916- 349-6997 (Account:(877) 265- 8084)	0.1	\$ 700.00	\$ 70.00
10/3/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders +1 916- 349-6997 (Account:(877) 265- 8084)	0.2	\$ 700.00	\$ 140.00

5/8/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 700.00	\$ 140.00
11/1/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.1	\$ 700.00	\$ 70.00
12/13/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.4	\$ 700.00	\$ 280.00
12/14/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Kerrie Merrifield shared "Saunders Analysis ALL PDF 12132023.pdf" with you	0.1	\$ 700.00	\$ 70.00

1/18/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding REGARDING: 847031 (SIGN POS) Saunders vs Progressive Housing, INC.	0.1	\$ 700.00	\$ 70.00
5/9/2024	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al. Signature requested from West Coast Resolution Group	0.1	\$ 700.00	\$ 70.00
10/30/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 700.00	\$ 70.00

10/31/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.2	\$ 700.00	\$ 140.00
11/3/2023	Gabriel J. Pimentel	1 email sent/reviewed regarding Saunders vs Progressive Housing Inc. et al.- virtual mediation confirmed for November 13, 2023 at 9am-5pm with Joann Rezzo	0.1	\$ 700.00	\$ 70.00
8/23/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
8/24/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
9/21/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/23/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/28/2022	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/3/2023	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00

11/27/2023	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
2/20/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/5/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
6/18/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
7/3/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
10/8/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/5/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/11/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/13/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/29/2024	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
2/17/2025	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/4/2025	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/4/2025	Gabriel J. Pimentel	1 internal message sent/reviewed	0.1	\$ 700.00	\$ 70.00
7/9/2024	Gabriel J. Pimentel	11 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00

10/30/2023	Gabriel J. Pimentel	12 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
5/1/2024	Gabriel J. Pimentel	14 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
2/18/2025	Gabriel J. Pimentel	14 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
3/24/2025	Gabriel J. Pimentel	14 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
6/16/2023	Gabriel J. Pimentel	15 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
1/22/2025	Gabriel J. Pimentel	17 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
7/11/2024	Gabriel J. Pimentel	18 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
10/20/2023	Gabriel J. Pimentel	19 internal messages sent/reviewed	0.3	\$ 700.00	\$ 210.00
2/29/2024	Gabriel J. Pimentel	19 internal messages sent/reviewed	0.4	\$ 700.00	\$ 280.00
2/29/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Charges	0.2	\$ 700.00	\$ 140.00
12/14/2023	Gabriel J. Pimentel	2 emails sent/reviewed regarding Charges	0.1	\$ 700.00	\$ 70.00
12/15/2023	Gabriel J. Pimentel	2 emails sent/reviewed regarding Charges	0.2	\$ 700.00	\$ 140.00

5/9/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Completed: Virtual Confidentiality Agreement - Gabriel J. Pimentel, Esq	0.1	\$ 700.00	\$ 70.00
10/7/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Jerime Saunders v. Progressive Housing, Inc., Cathy Lemke, and Fred Lemke	0.2	\$ 700.00	\$ 140.00
2/1/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Progressive Housing	0.4	\$ 700.00	\$ 280.00
4/12/2024	Gabriel J. Pimentel	2 emails sent/reviewed regarding Robert Caron/Jerime Saunders v. Progressive Housing, Inc.	0.2	\$ 700.00	\$ 140.00
10/31/2022	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/21/2022	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
6/9/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/17/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00

11/22/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/15/2023	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/7/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
3/26/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/13/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/16/2024	Gabriel J. Pimentel	2 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
6/15/2023	Gabriel J. Pimentel	20 internal messages sent/reviewed	0.4	\$ 700.00	\$ 280.00
11/13/2023	Gabriel J. Pimentel	3 emails sent/reviewed regarding Charges	0.1	\$ 700.00	\$ 70.00
11/22/2023	Gabriel J. Pimentel	3 emails sent/reviewed regarding Charges	0.2	\$ 700.00	\$ 140.00
12/5/2023	Gabriel J. Pimentel	3 emails sent/reviewed regarding Charges	0.2	\$ 700.00	\$ 140.00
10/4/2023	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
10/23/2023	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/2/2023	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00

1/29/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
5/14/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
5/24/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
8/13/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
8/18/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
8/19/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/12/2024	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/23/2025	Gabriel J. Pimentel	3 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
6/8/2023	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/14/2023	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
7/10/2024	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/7/2024	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/8/2024	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
2/25/2025	Gabriel J. Pimentel	4 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00

10/30/2023	Gabriel J. Pimentel	5 emails sent/reviewed regarding Saunders v. Progressive Housing, Inc., et al.	0.3	\$ 700.00	\$ 210.00
6/21/2023	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
10/3/2023	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
11/9/2023	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/1/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
7/30/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
10/30/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
11/25/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
12/15/2024	Gabriel J. Pimentel	5 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
6/27/2023	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
2/1/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
7/15/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.3	\$ 700.00	\$ 210.00
9/6/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00

11/14/2024	Gabriel J. Pimentel	6 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
3/4/2024	Gabriel J. Pimentel	8 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
3/6/2024	Gabriel J. Pimentel	8 internal messages sent/reviewed	0.3	\$ 700.00	\$ 210.00
7/14/2024	Gabriel J. Pimentel	8 internal messages sent/reviewed	0.2	\$ 700.00	\$ 140.00
5/10/2024	Gabriel J. Pimentel	9 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
10/7/2024	Gabriel J. Pimentel	9 internal messages sent/reviewed	0.1	\$ 700.00	\$ 70.00
10/18/2023	Gabriel J. Pimentel	Amended PAGA Notice to ER reviewed	0.1	\$ 700.00	\$ 70.00
7/15/2024	Gabriel J. Pimentel	Call to discuss MP attended	0.5	\$ 700.00	\$ 350.00
7/3/2023	Gabriel J. Pimentel	Call with Kelly/Gabriel re expert info attended	0.5	\$ 700.00	\$ 350.00
10/7/2024	Gabriel J. Pimentel	Class Settlement Agreement - JMK Redlines reviewed	0.1	\$ 700.00	\$ 70.00
11/28/2022	Gabriel J. Pimentel	Complaint Class Action Wage & Hour edited	0.1	\$ 700.00	\$ 70.00
5/23/2023	Gabriel J. Pimentel	County of Sacramento Payment Receipt - Jerime Saunders reviewed	0.1	\$ 700.00	\$ 70.00

10/18/2023	Gabriel J. Pimentel	DEF 000168-002367 reviewed	0.1	\$ 700.00	\$ 70.00
11/9/2023	Gabriel J. Pimentel	DRAFT Joint CMS re 12723 CMC edited	0.1	\$ 700.00	\$ 70.00
3/4/2024	Gabriel J. Pimentel	DRAFT Joint Stipulation re SAC reviewed	0.1	\$ 700.00	\$ 70.00
5/8/2024	Gabriel J. Pimentel	DRAFT Mediation Model to Counsel [w/o corp] reviewed	0.3	\$ 700.00	\$ 210.00
12/13/2024	Gabriel J. Pimentel	DRAFT Motion for Preliminary Approval edited	0.9	\$ 700.00	\$ 630.00
12/15/2024	Gabriel J. Pimentel	DRAFT Motion for Preliminary Approval edited	1.2	\$ 700.00	\$ 840.00
7/30/2024	Gabriel J. Pimentel	DRAFT MOU re Settlement - JMK Redlines reviewed	0.2	\$ 700.00	\$ 140.00
5/1/2024	Gabriel J. Pimentel	DRAFT Plaintiff's Mediation Brief edited	0.8	\$ 700.00	\$ 560.00
3/4/2024	Gabriel J. Pimentel	DRAFT Second Amended Complaint reviewed	0.1	\$ 700.00	\$ 70.00
10/18/2023	Gabriel J. Pimentel	Employee Roster reviewed	0.1	\$ 700.00	\$ 70.00
5/23/2023	Gabriel J. Pimentel	First Amended Complaint (conformed) reviewed	0.1	\$ 700.00	\$ 70.00

7/9/2024	Gabriel J. Pimentel	Follow up Mediation Session attended	3	\$ 700.00	\$ 2,100.00
12/13/2024	Gabriel J. Pimentel	Fully Executed MOU reviewed	0.1	\$ 700.00	\$ 70.00
4/12/2024	Gabriel J. Pimentel	JCCP 5319_JC- Conformed_Plaintiff Saunders Opposition to Plaintiff Caron Petition for Coordination_MPA ISO_07 MAR 2024 reviewed	0.1	\$ 700.00	\$ 70.00
9/22/2023	Gabriel J. Pimentel	Matter admin	0.1	\$ 700.00	\$ 70.00
5/23/2023	Gabriel J. Pimentel	Matter admin	0.1	\$ 700.00	\$ 70.00
5/10/2024	Gabriel J. Pimentel	Mediation (Zoom) attended	8	\$ 700.00	\$ 5,600.00
5/8/2024	Gabriel J. Pimentel	Memo created - Client's Individual Damages	0.2	\$ 700.00	\$ 140.00
9/19/2023	Gabriel J. Pimentel	Memo edited - Case Update	0.1	\$ 700.00	\$ 70.00
11/28/2023	Gabriel J. Pimentel	Memo edited - Damages Expert Information	0.1	\$ 700.00	\$ 70.00
8/24/2022	Gabriel J. Pimentel	Memo edited - Initial Intake	0.1	\$ 700.00	\$ 70.00
4/25/2024	Gabriel J. Pimentel	Memo edited - Mediation Brief Notes	0.1	\$ 700.00	\$ 70.00
2/6/2024	Gabriel J. Pimentel	Memo edited - overlap of claims spreadsheet what's the	0.1	\$ 700.00	\$ 70.00

11/28/2023	Gabriel J. Pimentel	Memo edited and reviewed - Call with Merrifield 11/15/23	0.3	\$ 700.00	\$ 210.00
10/3/2023	Gabriel J. Pimentel	Memo edited and reviewed - Case Update	0.1	\$ 700.00	\$ 70.00
10/18/2023	Gabriel J. Pimentel	Memo edited and reviewed - Case Update	0.1	\$ 700.00	\$ 70.00
10/18/2023	Gabriel J. Pimentel	Memo edited and reviewed - Initial Intake	0.1	\$ 700.00	\$ 70.00
10/18/2023	Gabriel J. Pimentel	Memo edited and reviewed - Initial Intake	0.1	\$ 700.00	\$ 70.00
7/15/2024	Gabriel J. Pimentel	Memo re MP reviewed	0.1	\$ 700.00	\$ 70.00
8/23/2022	Gabriel J. Pimentel	Memo reviewed -	0.1	\$ 700.00	\$ 70.00
8/23/2022	Gabriel J. Pimentel	PAGA Notice to LWDA edited	0.1	\$ 700.00	\$ 70.00
5/8/2024	Gabriel J. Pimentel	Plaintiff Jerime Saunders Mediation Brief w Exhibits reviewed	0.4	\$ 700.00	\$ 280.00
12/14/2023	Gabriel J. Pimentel	Saunders Analysis ALL PDF 12132023 created	0.1	\$ 700.00	\$ 70.00
12/14/2023	Gabriel J. Pimentel	Saunders Invoice Final 12142023 PDF created	0.1	\$ 700.00	\$ 70.00
7/15/2024	Gabriel J. Pimentel	Updated reviewed	0.1	\$ 700.00	\$ 70.00
6/16/2023	Gabriel J. Pimentel	Witness Interview Outline reviewed	0.1	\$ 700.00	\$ 70.00
TOTALS			34		\$ 23,800.00

EXHIBIT 7

Expense Date	Subject	Amount
1/8/2025	InfoTrack - CA: File To Existing - #25SC00151426 - Jerime Saunders vs. Progressive Housi...: Joint Case Management Statement (1 filing)	\$20.45
10/1/2024	Postage expenses -Certified Mailing of 3rd Amended PAGA to ER	\$9.64
8/7/2024	InfoTrack - CA: File To Existing - #24SC00076350 - Jerime Saunders vs. Progressive Housing, In...: Case Management Statement (1 filing)	\$17.90
7/31/2024	InfoTrack - CA: File To Existing - Fee Adjustment - Jerime Saunders v. Progressive Housing, Inc: Stipulation (2 filings)	\$20.00
7/3/2024	InfoTrack - CA: File To Existing - Saunders v. Progressive Housing, Inc. et al: Amended Complaint (1 filing)	\$145.00
4/11/2024	InfoTrack - CA: File To Existing - Jerime Saunders v. Progressive Housing, Inc. et al. : Case Management Statement (1 filing)	\$90.00
4/9/2024	InfoTrack - CA: File To Existing - Jerime Saunders v. Progressive Housing, Inc: Stipulation (2 filings)	\$180.00
4/3/2024	InfoTrack - CA: File To Existing - Jerime Saunders v Progressive Housing Inc: Motion (1 filing)	\$110.00
4/3/2024	Signal Invoice for filing Caron related case in Santa Clara	\$36.10
2/16/2024	Expert services fees- Invoice for Hemming Morse accounting	\$7,500.00
11/22/2023	InfoTrack - CA: File To Existing - Saunders v. Progressive Housing, Inc.: Case Management Statement (1 filing)	\$90.00
11/10/2023	Expert services fees - Axiom Forensics Accounting INV #2275	\$5,225.00
11/10/2023	Expert services fees - Axiom Forensics Account INV #2264	\$3,032.56
9/14/2023	Expert services fees retainer - Axiom Forensics Accounting	\$5,000.00
9/14/2023	Expert services fees - Axiom Forensics Accounting	\$468.75

Exhibit 7.1

8/9/2023	Investigation services fees - USA Express Interviews	\$883.00
7/17/2023	Investigation services fees - Signal Skip Trace	\$70.00
7/10/2023	Investigation services fees - Signal Skip Trace	\$140.00
6/29/2023	Investigation services fees - Signal skip trace	\$595.00
6/23/2023	Investigation services fees - skip trace	\$455.00
6/19/2023	Investigation services fees - Signal Skip Trace	\$595.00
4/20/2023	Mediation fees	\$2,475.00
4/6/2023	Process server fees- Signal	\$70.00
2/23/2023	Legal courier fees- Signal	\$177.40
1/30/2023	InfoTrack - CA: File To Existing - #27881062 - Saunders. V Progressive Housing, Inc. : Proof of Service (3 filings)	\$70.00
1/30/2023	Legal courier fees - Signal	\$87.35
1/19/2023	InfoTrack - CA: File To Existing - #27830006 - Saunders v. Progressive Housing, Inc. : Proof of Service (3 filings)	\$70.00
1/19/2023	Legal courier fees - Signal	\$180.25
1/9/2023	InfoTrack - CA: File To Existing - #27775974 - Saunders v. Progressive Housing, Inc. : Amended Complaint (1 filing)	\$1,560.00
12/13/2022	InfoTrack - CA: New Case Filing - #27665017 - Complaint (4 filings): Complaint (4 filings)	\$1,710.00
11/7/2022	Postage expenses - cerfield mailing of Amended PAGA notice to ER, Cathy, Fred	\$23.46
9/29/2022	Certified Mail - PAGA Notices mailed to Cathy and Fred Lemke	\$16.18
8/25/2022	Postage expenses - Certified mailing of PAGA notice to ER	\$8.69
8/25/2022	PAGA Notice Filing	\$75.00
		\$31,206.73