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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Nora Lopez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CALIFORNIA LABOR & WORKFORCE
DEVELOPMENT AGENCY, a California
governmental agency, *ex rel.* GRISELDA
M. QUEVEDO; and GRISELDA M.
QUEVEDO, individually,

Plaintiffs,

vs.

MADDEN CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2023-00002667-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

1
2 Plaintiffs California Labor and Workforce Development Agency (“LWDA”) *ex rel.*
3 Griselda M. Quevedo, and Griselda M. Quevedo individually (collectively “Plaintiffs”), based
4 upon facts that either have evidentiary support or are likely to have evidentiary support after a
5 reasonable opportunity for further investigation and discovery, alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs bring this action against Defendants MADDEN CORPORATION, and
8 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) as a
9 representative action on behalf of herself and certain other current and former non-exempt
10 employees of Defendants against whom one or more of the alleged violations was committed
11 (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor
12 Code sections 2698, et seq. Plaintiffs are aggrieved employees against whom one or more of the
13 alleged violations was committed. The civil penalties sought by Plaintiffs exceed the minimal
14 jurisdiction limits of the Superior Court and will be established according to proof at trial.

15 2. The Court has jurisdiction over this action pursuant to the California Constitution,
16 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
17 except those given by statute to other courts. The statutes under which this action is brought do
18 not specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because, upon information and belief,
20 Defendants are citizens of California, have sufficient minimum contacts in California, or
21 otherwise intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play and
23 substantial justice.

24 4. Venue is proper in this Court because, upon information and belief, Defendants
25 maintain offices, have agents, and/or transact business in the State of California, County of San
26 Diego.

27 **PARTIES**

28 5. Plaintiff Griselda M. Quevedo is an individual residing in the State of California.

1 6. The California Labor and Workforce Development Agency is a California
2 governmental entity. Plaintiff Quevedo has been delegated authority to sue on behalf of the
3 LWDA pursuant to PAGA.

4 7. Defendant MADDEN CORPORATION is and at all times herein mentioned was,
5 a corporation organized and existing under the laws of the State of California, and registered to
6 do business in the state of California.

7 8. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive,
8 and therefore sues these defendants by such fictitious names. The Doe defendants may be
9 individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon alleges,
10 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
11 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
12 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
13 authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend
14 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
15 and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible
16 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged
17 were proximately caused by its conduct.

18 9. Defendants are and at all times herein mentioned were, (a) conducting business in
19 the County of San Diego, State of California, and (b) the employer of Plaintiffs consistent with
20 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

21 10. Plaintiffs further alleges that Defendants, directly or indirectly controlled or
22 affected the working conditions, wages, working hours, and conditions of employment of
23 Plaintiffs and Aggrieved Employees so as to make each of said Defendants employers and
24 employers jointly liable under the statutory provisions set forth herein.

25 **GENERAL ALLEGATIONS**

26 11. Defendants are delivery, warehouse, distribution, courier and freight services
27 provider with warehouses in Southern California.

28 12. Defendants employed Plaintiff Quevedo to work as a driver throughout

1 approximately 2021.

2 13. Remedies are sought to Plaintiff Quevedo ("Plaintiff") and a group of aggrieved
3 employees consisting of all non-exempt employees of Defendants working in California
4 throughout the time period involved in this case ("Aggrieved Employees").

5 14. At all relevant times set forth herein, Defendants employed Plaintiff and
6 Aggrieved Employees as hourly-paid or non-exempt employees.

7 15. Throughout the time period involved in this case, Defendants had the authority to
8 hire and terminate Plaintiff and Aggrieved Employees; to directly or indirectly control work rules,
9 working conditions, wages, working hours, and conditions of employment of Plaintiff and
10 Aggrieved Employees; and to hire and terminate the employment of Plaintiff and Aggrieved
11 Employees.

12 16. At all times herein mentioned, Defendants were subject to the Labor Code of the
13 State of California and the applicable Industrial Welfare Commission Orders.

14 17. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
15 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
16 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
17 Plaintiff and Aggrieved Employees to work off the clock without compensation, thereby failing
18 to pay them for all hours worked, including minimum and overtime wages. Defendants also
19 implemented time rounding practices that resulted in the systematic underpayment of wages to
20 Plaintiff and the Aggrieved Employees, including minimum and overtime wages. Defendants also
21 implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately
22 recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved
23 Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiff and the
24 Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of
25 California law. Defendants also failed to reimburse Plaintiff and the Aggrieved Employees for all
26 necessary business-related expenses,

27 18. Throughout the time period involved in this case, Defendants have implemented
28 policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and

1 duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees
2 of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and
3 Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff and
4 Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded
5 or discouraged Plaintiff and Aggrieved Employees from taking thirty (30) minute uninterrupted
6 meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty
7 (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more
8 than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by
9 Plaintiff and Aggrieved Employees.

10 19. Throughout the time period involved in this case, Defendants did not adequately
11 inform Plaintiff and Aggrieved Employees of their right to take meal periods under California
12 law. Moreover, Defendants systematically disregarded their own written policies regarding the
13 provision and timing of meal periods for Plaintiff and Aggrieved Employees. Instead,
14 Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a
15 way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
16 and Aggrieved Employees to work through their meal periods, for which they were not
17 compensated.

18 20. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
19 and Aggrieved Employees premium wages for meal periods that were missed, late, interrupted,
20 or shortened in violation of California law. Defendants knew or should have known that Plaintiff
21 and Aggrieved Employees were entitled to receive all meal periods or payment of one additional
22 hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or
23 interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
24 compliant meal periods to Plaintiff and Aggrieved Employees, and routinely failed pay one
25 additional hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a
26 meal period was missed, short, late, and/or interrupted.

27 21. Throughout the time period involved in this case, Defendants have implemented
28 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely

1 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff
2 and Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting
3 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
4 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
5 permit, and provide such rest breaks in the middle of each work period.

6 22. Throughout the time period involved in this case, Defendants did not adequately
7 inform Plaintiff and Aggrieved Employees of their right to take rest periods under California law.
8 Moreover, Defendants systematically disregarded their own written policies regarding the
9 provision and timing of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants'
10 actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that
11 regularly prohibited them from taking timely and duty free rest periods, and to regularly require
12 Plaintiff and Aggrieved Employees to work through their rest periods.

13 23. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
14 and Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or
15 shortened in violation of California law. Defendants knew or should have known that Plaintiff
16 and Aggrieved Employees were entitled to receive all rest periods or payment of one additional
17 hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
18 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
19 Plaintiff and Aggrieved Employees to take duty-free rest periods, and failed to pay one additional
20 hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a rest period
21 was missed, short, late and/or interrupted.

22 24. Throughout the time period involved in this case, Defendant regularly required
23 Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants
24 prohibited overtime, Defendants still regularly required Plaintiff and Aggrieved Employees
25 complete all of their assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly
26 required to perform work off-the-clock for which they were not compensated.

27 25. Throughout the time period involved in this case, Defendants employed a time
28 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,

ensuring that Plaintiff and the Aggrieved Employees were oftentimes not paid for all time worked.

26. Throughout the time period involved in this case, Defendants implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

27. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

28. Throughout the time period involved in this case, Defendants regularly failed to pay overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime or double overtime compensation and that they were not receiving wages for overtime or double overtime compensation.

29. Throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

30. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring Plaintiff and Aggrieved Employees to perform work off the clock.

31. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*

1 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
2 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock,
3 and implementing time rounding policies that resulted in the systematic underpayment of wages
4 to Plaintiff and the Aggrieved Employees.

5 32. Throughout the time period involved in this case, Defendants regularly failed to
6 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
7 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
8 to receive all wages owed to them upon termination within the time permissible under California
9 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
10 final wages owed to them upon discharge or resignation, including overtime compensation and
11 minimum wages within any time permissible under California Labor Code section 202.

12 33. Throughout the time period involved in this case, Defendants regularly failed to
13 pay Plaintiff and Aggrieved Employees all wages within any time permissible under California
14 law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have
15 known that Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them
16 during their employment. Plaintiff and Aggrieved Employees did not receive payment of all
17 wages, including overtime compensation, minimum wages, and meal and rest period premiums,
18 within any time permissible under California Labor Code section 204.

19 34. Throughout the time period involved in this case, Defendants regularly failed to
20 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
21 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
22 complete and accurate wage statements in accordance with California law, but, in fact, they did
23 not receive complete and accurate wage statements from Defendants. The deficiencies included,
inter alia, the failure to include the total number of hours worked, the actual gross wages earned,

24 35. Throughout the time period involved in this case, Defendants regularly failed to
25 keep complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants
26 knew or should have known that Defendants were required keep complete and accurate payroll
27 records for Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did
28

1 not keep complete and accurate payroll records.

2 36. Throughout the time period involved in this case, Defendants regularly failed to
3 maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods,
4 meal periods, total daily hours, hours per pay period, and applicable pay rates.

5 37. Throughout the time period involved in this case, Defendants failed to reimburse
6 Plaintiff and the Aggrieved Employees for all necessary business-related expenses. Defendants
7 knew or should have known that Defendants were required to reimburse Plaintiff and the
8 Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to
9 do so in violation of California law.

10 38. Throughout the time period involved in this case, Plaintiff and the Aggrieved
11 Employees were sometimes required by Defendants to report for work and did report for work,
12 but were either not to put to work or were furnished with less than half of their usual or scheduled
13 day's work. On such occasions, Defendants failed to pay Plaintiff and the Aggrieved Employees
14 required reporting time wages for half their usual or scheduled day's work. Defendant also failed
15 to pay Plaintiff and the Aggrieved Employees for two (2) hours at the employee's regular rate of
16 pay on days in which Plaintiff and the Aggrieved Employees were required to report for work a
17 second time in one workday and were furnished less than two (2) hours of work upon the second
18 reporting.

19 39. Throughout the time period involved in this case, Defendants knew or should have
20 known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to
21 California law. Defendants had the financial ability to pay such compensation, but willfully,
22 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved
23 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

24 40. On or about September 21, 2022 Plaintiff notified Defendants via certified mail
25 and filed an online PAGA claim notice with the California Labor and Workforce Development
26 Agency ("LWDA") identifying Defendants' violations of the California Labor Code identified in
27 this Complaint and Plaintiff's intent to bring a claim for civil penalties under California Labor
28 Code section 2698 *et seq.* in accord with Cal. Lab. Code section 2699.3. As of the filing of this

Complaint, the LWDA has not responded to Plaintiff's PAGA claim notice.

41. On October 24, 2022, pursuant to Defendant Madden Corporation's standard arbitration agreement, Plaintiff filed an Arbitration Demand against Defendant to Signature Resolution, alleging claims for wage and hour violations pursuant to California Law. A true and correct copy of Plaintiff's Arbitration Demand, Madden Corporation's Arbitration Agreement, and the POS submitted to Signature Resolution on October 24, 2022, is attached hereto as **Exhibit 1**.

42. Defendant Madden Corporation's "Arbitration Agreement" stated as below:

"If the employee and the Company are unable to agree on a neutral arbitrator, **either party may elect** to obtain a list of arbitrators from the Judicial Arbitration and Mediation Service ("JAMS"), Alternative Dispute Resolution ("ADR"), **or any other reputable dispute resolution organization.**"

Emphasis added. See Ex. 1- Madden's Corporation Arbitration Agreement.

43. On October 27, 2022, Plaintiff's counsel received Signature Resolution's invoice dated October 27, 2022, to Defendant re. Defendant's filing fees. A true and correct copy of the said invoice is attached hereto as **Exhibit 2**.

44. On November 16, 2022, Defendant's counsel sent an email **only** to Signature Resolution to dismiss Plaintiff's claims in the arbitration. On November 16, 2022, receiving Defendant's objection, Signature Resolution dismissed Plaintiff's arbitration claims in Signature. A true and correct copies of Defendant's counsel email to Signature Resolution on November 16, 2022, and email from Signature Resolution to the Parties dismissing Plaintiff's claims in the arbitration are attached hereto as **Exhibit 3**.

45. Accordingly, on November 29, 2022, Plaintiff's counsel sent an email to Defendant's counsel and provided them with a list of the Arbitrators from Signature Resolution, noting Defendant may elect and come to an agreement with Plaintiff on a neutral arbitrator pursuant to Defendant Madden Corporation's Arbitration Agreement. Additionally, in order to preserve Plaintiff's claims against the running of statute of limitations, Plaintiff's counsel also

1 attached a draft of the Tolling Agreement for Defendant's counsel review and agreement. A true
2 and correct copy of the November 29, 2022 email from Plaintiff's counsel to Defendant's counsel
3 is attached hereto as **Exhibit 4**. A true and correct copy of the draft Tolling Agreement is attached
4 hereto as **Exhibit 5**.

5 46. On December 1, 2022, instead of responding to Plaintiff's Counsel email,
6 Defendant's counsel sent a separate and new email to Plaintiff's counsel regarding its objection
7 to use Signature Resolution as an arbitration forum. Defendant's counsel failed to respond to
8 Plaintiff's counsel email dated November 29, 2022. Instead, Defendant's counsel sent "a vacuum
9 email" and pretended that Plaintiff's counsel never sent any email regarding any arbitrator list
10 and the Statute of Limitation agreement tolling agreement. A true and correct copy of Defendant's
11 email on December 1, 2022 is attached hereto as **Exhibit 6**.

12 47. On the same day, December 1, 2022, Plaintiff's counsel responded to Defendant's
13 counsel's email and asked Defendant's counsel to respond to Plaintiff's counsel email, instead of
14 creating "a new email chain" and sent correspondence in "a vacuum." Defendant's counsel never
15 replied to Plaintiff's counsel email. Defendant *refused to select* any arbitrator from the arbitrators
16 list, refused to participate in any arbitration proceedings and *failed* to respond to Plaintiff's request
17 to toll the statute of limitations. A true and correct copy of Plaintiff's email on December 1, 2022,
18 is attached hereto as **Exhibit 7**.

19 48. Therefore, Defendant is *in breach* of their own arbitration agreement as Defendant
20 refused and failed to respond to the arbitrators list provided by Plaintiff. Indeed, Defendant failed
21 to follow its arbitration agreement, thus any right to compel arbitration has been waived. Further,
22 Defendant's intentionally attempted to jeopardize Plaintiff's claims by refusing to review and/or
23 agree to any tolling of Plaintiff's statute of limitations. *See Fleming Distribution Company v.*
24 *Yonan*, 49 Cal.App.5th 73, 80 (2020) (California court have found "a waiver" in which the party
25 taken steps *inconsistent* with an intent to arbitrate, further "bad faith" or "willful misconduct" of
26 a party may constitute a waiver and thus justify a refusal to compel arbitration).

27 49. As a result of Defendant's breach of its arbitration agreement, which constitutes a
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waiver, and Plaintiff's right to preserve his claims, Plaintiff has elected to proceed with this court.

50. Pursuant to the law, the statute of limitations for Plaintiff's claims was tolled as of the filing of this arbitration demand on October 24, 2022.

FIRST CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

52. Plaintiff brings her first and only cause of action as a representative action on behalf of herself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA").

53. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, 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 pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

54. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against her during her time of employment. Plaintiff and the other non-exempt employees of Defendants are therefore "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

55. As set forth in detail above, during all times relevant to this Action, Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

56. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11090,

penalties under California Labor Code sections 2699, 558, 210, 1197.1, 225.5, 226, 226.3, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

57. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On September 21, 2022, Plaintiff, through her counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff’s September 21, 2022 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

58. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney’s fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys’ fees and costs pursuant to 2699(g)(1) of California Labor Code;
2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 225.5, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California

1 Labor Code and/or other applicable statutes; and

2 3. For such other relief as the Court deems just and proper

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4 Dated: January 20, 2023

PROTECTION LAW GROUP

5
6
7 By:



8 Amir Nayebdadash
9 Heather Davis

10 Attorneys for All Named Plaintiffs
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: January 20, 2023

PROTECTION LAW GROUP

By: 

Amir Nayebdadash
Heather Davis

Attorneys for All Named Plaintiffs

EXHIBIT 1

SIGNATURE

RESOLUTION

Demand for Arbitration

INSTRUCTIONS

Please complete this Demand for Arbitration and serve on all participating parties and counsel with a copy to:

Jasmine Lu, Case Administrator
Signature Resolution
633 West 5th Street, Suite 1000
Los Angeles, CA 90071
jlu@signatureresolution.com

ADMINISTRATIVE FEES

The Filing Fee is \$1,500 per party. The Filing Fee must be paid in full to commence the arbitration. This fee is a one-time charge and is non-refundable.

CASE INFORMATION

Claimant	Griselda M. Quevedo
Respondent	Madden Corporation
Nature of Dispute	Claims for Wage and Hour Violations pursuant to California Law
Relief Sought	Attorneys Fees; Interest; Arbitration Costs; Penalties and Other Relief
Fee Split	Claimant pays \$435; Respondent pays \$2,565

REQUIRED DOCUMENTS

In order to initiate an arbitration with Signature Resolution, you must submit one of the following documents:

1. Pre-dispute written contract with an arbitration provision: (i) requiring the parties to arbitrate the matter at Signature Resolution; (ii) requiring the parties to arbitrate the matter with a Signature Resolution Arbitrator; (iii) specifying the use of Signature Resolution Arbitration Rules; and/or (iv) specifying that the parties agree that this matter shall be administered by Signature Resolution;
2. Written confirmation of an oral agreement of all parties to arbitrate the matter at Signature Resolution and/or with a Signature Resolution Arbitrator and/or specifying the use of Signature Resolution Arbitration Rules;
3. Court Order compelling the parties to arbitrate the matter at Signature Resolution and/or with a Signature Resolution Arbitrator; or
4. Stipulation for Arbitration fully executed by all parties specifying that the parties shall arbitrate the matter at Signature Resolution and/or with a Signature Resolution Arbitrator and/or specifying the use of Signature Resolution Arbitration Rules. For your convenience, our form Stipulation for Arbitration is attached.

SIGNATURE

RESOLUTION

Demand for Arbitration

ADDITIONAL DOCUMENTS

In addition to the required documentation, please submit the following additional documents, as applicable:

1. Complaint and Answer outlining nature of dispute and relief sought
2. Pre-dispute written contract with arbitration provision highlighted
3. Court Order compelling the parties to arbitrate

CONSUMER ARBITRATION

☒
☐

YES, this is a consumer arbitration
NO, this is not a consumer arbitration

A “consumer arbitration” is an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the following criteria:

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

Consumer arbitration excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements [Cal Rules of Court, Standard 2(d)].

A “consumer party” is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee’s employment or the applicant’s prospective employment that is subject to the arbitration agreement.

WAIVER OF ARBITRATION FEES

Pursuant to section 1284.3 of the California Code of Civil Procedure, consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees exclusive of arbitrator fees. In such cases, the Respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer’s monthly income and the number of persons living in his or her household. Please contact Signature Resolution at info@signatureresolution.com for further information.

EMPLOYMENT MATTERS

If this is an employment matter, Claimant must provide the following information:

Pursuant to California law, private arbitration companies are required to collect and publish certain information at least quarterly and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee’s annual wage. The employee’s name will not appear in the database, but the employer’s name will be published.

Please check the applicable box below:

☒

Less than \$100,000

☐

\$100,000 to \$250,000

☐

More than \$250,000

MADDEN CORPORATION'S ARBITRATION AGREEMENT



EMPLOYEE HANDBOOK

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. This Handbook contains an arbitration requirement for both you and the employer that waives your and the employer's right to a trial by jury and also results in a waiver of your right to represent a class or to participate in a class action against the employer. The arbitration requirement can be found on page 5 of this Handbook.

Es su responsabilidad y obligación de comprender este manual y sus políticas. Si usted no puede entender inglés, es su obligación hacer que sea traducido. Este Manual contiene un requisito de arbitraje, tanto para usted y el empleador que renuncia a su derecho y el empleador a un juicio por jurado, incluyendo una renuncia de demanda colectiva y reclamaciones representativas. Puede encontrar el requisito de arbitraje en la página 7 de este Manual.

For questions about this Handbook, please contact the Human Resources Department

Email: monique@procourier.com Phone: (213) 481-8100, ext. 1607

**FOR EMPLOYEES OF MADDEN CORPORATION ONLY
NOT TO BE REPRODUCED OR COPIED**

Arbitration

Any controversy, dispute or claim between any employee and the Company, or its officers, agents or other employees, subsidiaries, affiliates, parent, or sister corporations, shall be settled by binding arbitration, at the request of either party. The arbitrability of any controversy, dispute or claim under this policy shall be determined by application of the substantive provisions of the Federal Arbitration Act (9 U.S.C. Sections 1 and 2) ("FAA"). To the extent that the FAA is inapplicable, the arbitration law of the state in which employee works or last worked for the Company shall apply. Arbitration shall be the exclusive method for resolving any dispute, provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided under federal or state law. Even if the employee does not sign for its receipt or acknowledgement of this policy, the Company, like the employee, agrees to be bound by this policy and agrees to arbitrate all disputes with its employees or former employees.

The claims which are to be arbitrated under this policy include, but are not limited to, claims for breach of trade secret law, claims regarding breaches of confidentiality, violation of non-disclosure/non-solicitation provisions, embezzlement/conversion, employee theft, claims for wages and other compensation, claims for breach of contract (express or implied), claims for violation of public policy, wrongful termination, tort claims, claims for unlawful discrimination and/or harassment (including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, gender identity or expression, medical condition, marital status, age, pregnancy, breastfeeding, sex or sexual orientation) to the extent allowed by law, and claims for violation of any of the federal, state, or other government law, statute, regulation, or ordinance, except for claims for workers' compensation, unemployment insurance benefits and petitions or charges that could be brought before the National Labor Relations Board.

BOTH THE COMPANY AND EMPLOYEES UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES THEY ARE GIVING UP ANY RIGHT THAT THEY MAY HAVE TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL ISSUES CONCERNING EMPLOYMENT.

The employee and the Company will select an arbitrator by mutual agreement. If the employee and the Company are unable to agree on a neutral arbitrator, either party may elect to obtain a list of arbitrators from the Judicial Arbitration and Mediation Service ("JAMS"), Alternative Dispute Resolution ("ADR"), or any other reputable dispute resolution organization. The employment rules for both JAMS and ADR may be obtained from the Human Resources department upon request or can be found online at <http://www.jamsadr.com/> and <http://www.adrservices.org/>.

The demand for arbitration must be in writing and must be made by the aggrieved party within the statute of limitations period provided under applicable federal and/or state law for the particular claim. Failure to make a written demand within the applicable statutory period constitutes a waiver to raise that claim in any forum. Arbitration proceedings will be held in the county in which employee was last employed.

The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The arbitrator shall apply the state-specific Evidence Code to the proceeding or, if none available, the Federal Rules of Evidence. The parties shall be entitled to conduct all discovery to which they would have been entitled to had the parties' controversy been filed in court, provided, however, that the arbitrator shall have the discretion to issue protective orders or otherwise limit discovery where reasonably

necessary, taking into account the parties' mutual desire to have a speedy, less-formal, cost-effective dispute-resolution mechanism. The arbitrator shall have the authority to hear motions for summary disposition by any party and shall apply the substantive standards governing such motions under the applicable federal or state law. Hearing on dispositive motions shall be made in accordance with the briefing and hearing schedule established by the arbitrator in accordance with the employment rules of the alternative dispute organization selected. The arbitration shall be final and binding upon the parties, except as provided in this Agreement.

Following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator shall use his/her best efforts to issue the written award no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later. The arbitrator's award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall prepare in writing and provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and allowed by law.

Either party shall have the right, within twenty (20) days of issuance of the arbitrator's decision, to file a motion to reconsider (accompanied by a supporting brief) with the arbitrator, and the arbitrator shall have jurisdiction to consider and rule upon such motion. The other party shall have twenty (20) days from the date of the motion to reconsider and respond. The arbitrator thereupon shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by law) shall then be final and conclusive upon the parties, except to the extent rights for appeal are provided under the FAA or applicable state law. The final award may be appealed to another arbitrator who will be chosen by the parties in the same manner as the original arbitrator. All the rules governing judicial appeals of judgments from the Superior Court shall apply to any appeal of this award, including but not limited to the time frames, deadlines and the standards of review.

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by the Company, provided, however, that if the employee is the party initiating the claim, employee will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which employee was last employed by the Company. The parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided, however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party, as is permitted under federal or state law, as a part of any remedy that may be ordered.

To the maximum extent permitted by law, employee hereby waives any right to bring on behalf of persons other than him/herself, or to otherwise participate with other persons in, any class, collective, or representative action (including but not limited to any representative action under the California Private Attorneys General Act ("PAGA"), or other federal, state or local statute or ordinance of similar effect). Employee understands, however, that to the maximum extent permitted by law employee retains the right to bring claims in arbitration, including PAGA claims, for themselves as an individual (and only for themselves). If a court adjudicating a case involving the Company and employee were to determine that there is an unwaivable right to bring a PAGA representative action, any such representative action shall be brought only in court, and not in arbitration, and shall be stayed until the individual claim is adjudicated or resolved in the arbitration proceeding.

Only Donald Madden may modify this policy in a signed writing and only as is necessary to make this policy enforceable under any federal, state, or local law or other applicable case law effective after this policy's initial dissemination to its workforce. Otherwise, no employee can modify this policy in any manner or enter into any agreement that is contrary to this policy. If any term, provision, covenant or condition of this policy is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this policy will remain in full force and effect and shall in no way be affected, impaired or invalidated.

Arbitraje

Cualquier controversia, disputa o reclamo entre cualquier Empleado/a y la Compañía, o sus oficiales, agentes o otros empleados, subsidiarias, afiliados, corporaciones matrices o hermanas, deberá ser determinada por el arbitraje conclusivo, a petición de cualquiera de las partes. La arbitrariedad de una controversia, disputa o reclamo bajo esta poliza del Acuerdo debe ser determinada por medio de aplicación de las provisiones substanciales de la ley titulada Federal Arbitration Act ("FAA") (9 U.S.C. Sections 1 and 2). A medida que la ley titulada FAA no es aplicable, la ley de arbitraje del estado en el cual el/la Empleado/a trabaja o trabajó por última vez para la Compañía se aplicará. El arbitraje debe ser el método exclusivo para resolver cualquier disputa, provisto, sin embargo, cualquier parte puede solicitar alivio provisional por parte de una corte con jurisdicción competente, según se indica bajo las leyes federales o estatales. Incluso, si el/la Empleado/a no firma el reconocimiento de haber recibido o aceptado esta poliza, la Compañía, al igual que el/la Empleado/a, está de acuerdo en obligarse por la política presente y está de acuerdo en someterse a arbitraje todas las controversias con sus Empleados/as o ex Empleados/as.

Los reclamos que deben ser arbitrados bajo esta poliza incluyen, pero no están limitados, a reclamos por quebrantar la ley del secreto comercial, reclamos acerca de rompimiento de la confidencialidad, violación de las cláusulas de confidencialidad/exclusividad, malversación/conversión, robo por parte de los empleados, reclamos por salarios y otras compensaciones, reclamos por incumplimiento de contrato (expreso o implícito), reclamos por violación a la poliza pública, despido injustificado, reclamos por agravios, reclamos por discriminación ilegal y/o acoso (incluyendo, pero no limitado a, raza, religión, credo, color, nacionalidad de origen, ascendencia, discapacidad física, discapacidad mental, identidad o expresión de género, condición médica, estado civil, edad, embarazo, amamantamiento, género u orientación sexual) hasta donde es permitido por ley, y reclamos por violación de cualquier ley federal, estatal, o cualquier otra ley gubernamental, estatuto, regulación, u ordenanza, excepto para reclamos de compensación de trabajadores ("workers' compensation"), beneficios de seguro de desempleo y peticiones o cargos que podrían ser presentados frente a la ley laboral titulada National Labor Relations Board.

TANTO LA COMPAÑÍA COMO LOS EMPLEADOS/AS COMPRENDEN QUE AL UTILIZAR EL ARBITRAJE PARA RESOLVER LAS CONTROVERSIAS O RECLAMOS ESTÁN ABANDONANDO CUALQUIER DERECHO QUE PUDIERAN TENER A UN JUEZ O JUICIO CON JURADO EN RESPECTO A TODAS LAS CUESTIONES RELACIONADAS CON EL EMPLEO.

El/la Empleado/a y la Compañía seleccionarán un árbitro por acuerdo común. Si el/la Empleado/a y la Compañía no son capaces de llegar a un acuerdo acerca de un árbitro neutral, cada parte puede obtener una lista de árbitros titulada Judicial Arbitration and Mediation Services ("JAMS") o otra lista titulada Alternative Dispute Resolutions ("ADR") o cualquier otra organización de buena reputación para la resolución de controversias. Se pueden obtener las reglas laborales de JAMS y ADR en el departamento de Recursos Humanos por pedido o pueden encontrarse en <http://www.jamsadr.com/> y <http://www.adrservices.org/>.

La demanda de arbitraje debe ser por escrito y debe ser hecha por el perjudicado dentro del periodo estatuto de limitaciones aplicable bajo la ley federal y/o ley estatal para la reclamación en particular. La falta de hacer la demanda por escrito dentro del estatuto de limitaciones constituye un renuncio en hacer el reclamo en cualquier foro. Los procesos de arbitraje serán llevados a cabo en el condado en el cual el/la Empleado/a trabajo por última vez.

El árbitro aplicara las leyes substantivas (y la ley de remedios, si es aplicable) del estado en el que se produjo el reclamo, o ley federal, o las dos leyes, según correspondan al/los reclamo(s) afirmados en el arbitraje. El árbitro no tiene jurisdicción para aplicar otra ley substantiva diferente u otra ley de remedios. El árbitro aplicara al procedimiento el código de evidencia estatal en cual el procedimiento sea llevado acabo, o, si no hay código de evidencia estatal disponible, el árbitro aplicara el código titulado Federal Rules of Evidence. Las partes tendrán derecho a realizar todo el descubrimiento a las que habrían tenido derecho si se hubiera presentado el reclamo o la controversia de las partes en una corte, siempre y cuando, el árbitro tendrá la discreción de emitir órdenes de protección o limitar de otra manera tal descubrimiento cuando sea razonablemente necesario, tomando en cuenta el deseo mutuo de las dos partes en tener un mecanismo para solucionar controversias de forma mas rápida, menos formal, y económica. El árbitro tendrá la autoridad de escuchar mociones de juicio sumario archivadas por cualquier partido y aplicara las normas sustantivas que gobiernan este tipo de mociones bajo la ley federal o estatal aplicable. Las audiencias para mociones de juicio sumario se llevaran a cabo de acuerdo a los plazos de la presentación y la audiencia establecidos por el árbitro en conformidad con las reglas laborales dictadas por la organización de resolución alternativa de conflictos seleccionada. El arbitraje será definitivo y vinculante sobre las partes, con excepción lo declarado en este Acuerdo.

Después de la audiencia y la entrega del caso al árbitro, el árbitro debe emitir un dictamen por escrito y adjudicación que será firmada y fechada. El árbitro debe utilizar sus mejores esfuerzos para emitir el dictamen, no más tardar de treinta (30) días a partir de la fecha que la audiencia de arbitraje concluya, o, la fecha en la cual los informes jurídicos (si son solicitados) se reciben, cualquier fecha que sea más tarde. El dictamen del árbitro debe decidir todas las cuestiones presentadas por las partes, y el árbitro no podrá decidir sobre cualquier cuestión no presentada. El árbitro debe presentar por escrito y proporcionar a las partes una decisión y dictamen que incluye conclusiones de los hechos y las razones en las que se basa la decisión. El árbitro será permitido solo a adjudicar los recursos en la ley o equidad que son solicitadas por las partes y permitidos por la ley.

Dentro de veinte (20) días de la emisión del dictamen, cualquiera de las partes tendrá el derecho de presentar una moción para reconsiderar (acompañada de un escrito de apoyo) al árbitro y el árbitro tendrá jurisdicción para considerar y emitir una decisión sobre dicha mocion.La otra parte tendrá veinte (20) días a partir de la fecha de la moción para reconsiderar y responder a tal moción. Luego, el árbitro reconsidera los asuntos introducidos por la moción y de inmediato, confirmara o cambiara el dictamen emitido, al cual será definitivo y conclusivo sobre las partes, excepto a cierta medida que los derechos de apelación sean proveídos según lo indicado bajo las leyes aplicables.

El dictamen y adjudicación final del árbitro puede ser apelado a otro arbitro que será elegido por las partes de la misma manera en que se eligió el árbitro original. Todas las normas de apelación judicial de las sentencias de la Corte Superior se aplicara a cualquier apelación de este dictamen y adjudicación final, incluyendo pero no limitado a las fechas límites, los plazos y las normas de revisión.

El costo del árbitro, así como otros gastos incidentales del arbitraje que no se incurra en un procedimiento judicial correrán a cargo de la Compañía, a condición, si el/la Empleado/a es la parte que inicia el reclamo, el/la Empleado/a contribuirá una cantidad igual a la cuota para archivar una demanda en la corte de jurisdicción general en el estado en el que el/la Empleado/a trabajo para la Compañía por última vez. Cada parte cubrirá sus propios costos y los honorarios de los abogados en cualquier procedimiento de arbitraje, siempre que, sin embargo, que el árbitro tendrá la autoridad para exigir a cualquiera de las partes el pago por el costo y los honorarios de los abogados de la otra parte, como se permite bajo ley federal o estatal, como parte de cualquier dictamen y adjudicación que se puede pedir.

En la máxima medida permitida por la ley, el/la Empleado/a, por medio de este Acuerdo, renuncia a cualquier derecho de presentar, en nombre de otras personas que no sean él/ella mismo/a, o participar de otro modo con otras personas, en cualquier acción de clase, acción colectiva, o acción representativa (incluyendo, pero no limitado a cualquier acción representativa bajo la ley titulada Private Attorneys General Act (" PAGA "), o otro, estatuto o ordenanza federal, estatal o local de efectos similares). El/la Empleado/a entiende, sin embargo, que en la máxima medida permitida por la ley, el/la Empleado/a mantiene el derecho de presentar reclamos en arbitraje, incluyendo reclamos bajo la ley titulada PAGA, por sí mismo/a como individuo/a (y sólo por sí mismo/a).

Si una corte adjudicando un caso que involucre la Compañía y el/la Empleado/a llega a determinar que hay un derecho irrenunciable para iniciar una acción representativa bajo la ley titulada PAGA, tal acción representativa será presentada solamente en la corte, y no en el arbitraje, y la acción representativa se suspenderá hasta que los reclamos individuos se adjudiquen o se resuelvan en el procedimiento de arbitraje.

Solo Donald Madden puede modificar esta póliza de arbitraje en un escrito firmado y solo cuando sea necesario para hacer esta póliza aplicable de conformidad con cualquier ley local, estatal o federal o de otra jurisprudencia aplicable efectiva después de la difusión inicial de la póliza presente a su fuerza laboral. De lo contrario, ningún empleado puede modificar esta política en cualquier forma o entrar en cualquier acuerdo que es contrario a la póliza presente. Si cualquier término, disposición, pacto o condición de esta póliza es considerado por un tribunal de jurisdicción competente o un árbitro no válido, nula o no ejecutable, el resto de los términos y disposiciones de esta póliza permanecerán en pleno vigor y efecto y en ninguna forma serán afectados o invalidados.

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel.: (424) 290-3095
Fax.: (866) 264-7880

Attorneys for Claimant
GRISelda M. QUEVEDO

SIGNATURE RESOLUTION

GRISelda M. QUEVEDO,

Claimant,

vs.

MADDEN CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Respondents.

Signature Resolution Case No.:

PROOF OF SERVICE

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PROOF OF SERVICE

Quevedo v. Madden Corporation – Signature Resolution Case No. _____

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 237 California Street, El Segundo, CA 90245.

On October 24, 2022, I served the following documents:

- 1. DEMAND FOR ARBITRATION; AND**
- 2. MADDEN CORPORATION’S ARBITRATION AGREEMENT.**

by placing a true copy thereof enclosed in a sealed envelope and deposited in the mail with postage thereon fully prepaid for USPS First Class Mail addressed as follows:

MADDEN CORPORATION

Attn. Agent for Service of Process, Donald L. Madden
733 W. Taft Ave.
Orange, CA 92865

Courtesy copy to: (via electronic service only)

Jasmine Lu, Case Administrator

SIGNATURE RESOLUTION

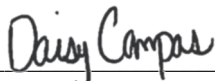
633 West 5th Street, Suite 1000

Los Angeles, CA 90071

jlu@signatureresolution.com

I deposited such envelope in the mail at El Segundo, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 24, 2022, at El Segundo, California.



Daisy Campos

EXHIBIT 2

Signature Resolution
633 West 5th Street, Suite 1000
Los Angeles, California 90071
(213) 622-1002

SIGNATURE RESOLUTION

BILL TO
Madden Corporation
Attn. Agent for Service of Process, Donald L. Madden
733 W. Taft Ave.
Orange, CA 92865

INVOICE NO. 39215
DATE 10/27/2022
DUE DATE 11/07/2022

CASE NAME
Quevedo v. Madden Corp.

NEUTRAL

COUNSEL FOR
Madden Corporation

DATE	SERVICE	QTY	RATE	AMOUNT
10/27/2022	\$2,565 of \$3,000 One Time Administrative Fee (\$1,500/party)	1	2,565.00	2,565.00

Please note that the parties are responsible for the time reserved. Unused hearing time is non-refundable.

TOTAL

\$2,565.00

Please make all checks payable to:
Signature Resolution LLC.

BALANCE DUE

\$2,565.00

Our Tax ID number is 82-2623581.

We appreciate your business.

633 W. 5th Street, Suite 1000, Los Angeles, CA 90071
Tel: 213-622-1002 | SignatureResolution.com

PROOF OF SERVICE

RE: Quevedo v. Madden Corporation
Case ID: LQWRL

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 am not a party to the within action. My business address is 633 West 5th Street, Suite 1000 Los Angeles, CA 90071

On October 27, 2022 I served the **INVOICE NO. 39215** on the following parties. Placing a true copy to all parties as follows:

Madden Corporation
Attn. Agent for Service of Process,
Donald L. Madden
733 W. Taft Ave.
Orange, CA 92865

- | | |
|--------------------------|--|
| (X) BY U.S. MAIL: | I caused such envelope(s), with postage fully prepaid, to be placed in the U.S. Mail at Los Angeles, California. |
| () BY FACSIMILE: | I caused such document to be sent via facsimile to each person. |
| () BY ELECTRONIC MAIL: | I caused such document to be sent via electronic mail to each person. |
| () BY PERSONAL SERVICE: | I caused such envelope to be delivered by hand to the office of the addressee. |
| (X) STATE: | I declare under penalty of perjury under the laws of the State of California that the above is true and correct. |
| () FEDERAL: | I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. |

Executed on October 27, 2022 at Los Angeles, California.

Sophie Curtis
Sophie Curtis
Signature Resolution

EXHIBIT 3

From: [Jasmine Lu](#)
To: [Leticia M. Kimble](#)
Cc: [Beth A. Schroeder](#); [Freda Tjoarman](#); [Amir Nayebdadash](#); [Sabrina Putri](#); [Heather Davis](#); [Carlos Jimenez](#); [Priscilla Gamino](#); [Daisy Campos](#)
Subject: Re: Objections to Signature Resolution as Arbitration Forum
Date: Wednesday, November 16, 2022 5:44:46 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Counsel,

Thank you for your email. I am copying Claimants' counsel.

In light of Madden Corporation's objections to Signature Resolution as the arbitration forum, our office hereby dismisses the arbitration demands for the individuals below.

- Stephen Mutchler
- Rene Alberto Larson
- Griselda Quevedo

If you have any questions, please let me know.

Thank you.

Jasmine Lu
Case Administrator
Direct Dial: (213) 433-5769

SIGNATURE
RESOLUTION

[Century City](#) | [Los Angeles](#) | [San Diego](#)

This email and any attachments are confidential and are intended solely for the addressee. If this email has been received in error, please notify Signature Resolution, LLC immediately and thereafter delete this email and its attachments. Signature Resolution, LLC, its members and employees, make no representation or warranty that the email and/or attachments are necessarily free of viruses.

From: "Leticia M. Kimble" <lkimble@raineslaw.com>
Date: Wednesday, November 16, 2022 at 2:53 PM
To: Jasmine Lu <jlu@signatureresolution.com>
Cc: "Beth A. Schroeder" <bschroeder@raineslaw.com>, Freda Tjoarman <ftjoarman@raineslaw.com>
Subject: Objections to Signature Resolution as Arbitration Forum

Ms. Liu,

We represent Madden Corporation and are in receipt of Arbitration Demands for the following Claimants

- Stephen Mutchler
- Rene Alberto Larson
- Griselda Quevedo

We object to Signature Resolution as the arbitral forum because the alleged Claimants have not properly followed the procedures for demanding arbitration in violation of their respective arbitration agreements with Madden Corporation nor have they properly followed Signature Resolution's procedures for initiating arbitration.

First, the alleged Claimants have not submitted the executed versions of their respective arbitration agreements with Madden Corporation to Signature Resolution. Moreover, the arbitration agreements that the alleged Claimants attached to their defective demands for arbitration state, "The employee and the Company will select an arbitrator by mutual agreement." That did not happen here. The alleged Claimants unilaterally submitted their demands with Signature Resolution without Madden Corporation's agreement and without meeting and conferring with Madden Corporation to select an arbitrator by mutual agreement as called for in the arbitration agreements.

Second, the alleged Claimants did not properly follow Signature Resolution's procedures for initiating arbitration. As stated in the Instructions on Signature Resolutions' Demand for Arbitration form, "In order to initiate an arbitration with Signature Resolution, you must submit one of the following documents:

1. Pre-dispute written contract with an arbitration provision: (i) requiring the parties to arbitrate the matter at Signature Resolution; (ii) requiring the parties to arbitrate the matter with a Signature Resolution Arbitrator; (iii) specifying the use of Signature Resolution Arbitration Rules; and/or (iv) specifying that the parties agree that this matter shall be administered by Signature Resolution;
2. Written confirmation of an oral agreement of all parties to arbitrate the matter at Signature Resolution and/or with a Signature Resolution Arbitrator and/or specifying the use of Signature Resolution Arbitration Rules;
3. Court Order compelling the parties to arbitrate the matter at Signature Resolution and/or with a Signature Resolution Arbitrator; or
4. Stipulation for Arbitration fully executed by all parties specifying that the parties shall arbitrate the matter at Signature Resolution and/or with a Signature Resolution Arbitrator and/or specifying the use of Signature Resolution Arbitration Rules."

Alleged Claimants have not done that here.

Third, while we greatly admire the neutrals at Signature Resolution and have successfully worked with them in past mediations and arbitrations, the arbitration agreements that the alleged Claimants

attached to their demands do not require that they arbitrate the matter at Signature Resolution or with a Signature Resolution arbitrator or use Signature Resolution Arbitration Rules. In fact, the arbitration agreements they attached do not identify Signature Resolution at all, but actually, identify JAMS and ADR as approved dispute resolution organizations. Nor have the alleged Claimants submitted written confirmation of an oral agreement of all parties, Court Order, or Stipulation for Arbitration to use Signature Resolution. And, they will be unable to do so because Madden Corporation has not and does not agree or stipulate at this time to using Signature Resolution for these matters, and no court of competent jurisdiction has ordered these matters to be arbitrated with Signature Resolution. Accordingly, Madden Corporation respectfully requests that Signature Resolution dismiss the demands submitted by the alleged Claimants against Madden Corporation in the above-referenced matters at this time until the alleged Claimants comply with their obligations under their respective arbitration agreements and the parties reach a mutual agreement regarding selection of an arbitrator or arbitration forum.

Thank you very much for attention on these matters. Based on our objections, we expect that these demands will be dismissed. Please confirm. Please do not hesitate to contact me if you have any further questions.

Kindest regards,
Leticia



Leticia M. Kimble | Partner

RAINESFELDMAN

[Los Angeles](#) | [Orange County](#) | [New York](#)

main: [310-440-4100](tel:310-440-4100) | direct: [424-369-8719](tel:424-369-8719)

e: lkimble@raineslaw.com | w: www.raineslaw.com

Visit <https://www.raineslaw.com/covid-19/> for resources and information created and curated by our COVID-19 response team.

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EXHIBIT 4

From: [Sabrina Putri](#)
To: ftioarman@raineslaw.com; [Beth A. Schroeder](#); ["dmelendez@raineslaw.com"](mailto:dmelendez@raineslaw.com); [Leticia M. Kimble](#); [Joanne K. Tran](#); ["chamilton@raineslaw.com"](mailto:chamilton@raineslaw.com)
Cc: [Heather Davis](#); [Amir Nayebedadash](#); [Carlos Jimenez](#); [Kristen Tojo](#); [Taylor Johnson](#); [Daisy Campos](#)
Subject: Griselda M. Quevedo v. Madden Corporation
Date: Tuesday, November 29, 2022 5:02:00 PM
Attachments: [image001.png](#)
[TOLLING AGREEMENT- Griselda M. Quevedo.pdf](#)

Counsel,

It came to our attention that Respondent Madden Corporation objected to Claimant's arbitration demand submitted to Signature Resolution on the above-referenced matter. We have seen an unwillingness to abide or respond to the dispute by Claimant Griselda M. Quevedo. Nothing within the arbitration agreement requires a formal discussion about the arbitrator and, in fact, a demand to arbitrate and then pick the names is procedurally proper. If not, Respondent has seemingly ignored the fact that the statute of limitations is running on claims.

By Respondent's actions, objecting to Claimant's demand to arbitrate in Signature Resolution, you have prejudiced my client's ability to proceed. We have compiled a list of arbitrators with Signature Resolution, as a reputable arbitration service below. You may review such list and advise whether there are any acceptable to Respondent. We do not agree to proceed with any arbitrators on ADR or JAMS Rosters, which is why we should proceed with Signature.

We took the liberty of drafting a basic tolling agreement because your office failed to provide one to preserve my client's rights.

Please respond to us by Thursday (12/01) at 5 pm with a signed tolling agreement as to my client's claims. Should we do not hear from you, we will proceed in court and seek all fees and costs available to us for your nonpayment of fees to Signature Resolution and your breach of the arbitration agreement itself to show the court it is indeed a sham document.

Signature's Arbitrators List:

Hon. Benny Osorio (Ret.)
Kirk Pasich
Hon. Roy L. Paul (Ret.)
David S. Phillips
Hon. Ronald S. Prager (Ret.)
Hon. Suzanne H. Segal
Hon. B. Scott Silverman (Ret.)
Eve Wagner
Hon. Patrick J. Walsh (Ret.)
Vivien B. Williamson

Best,

Sabrina Putri

Attorney At Law

PROTECTION LAW GROUP, LLP

237 California Street, El Segundo, CA 90245

Tel: 424.290.3095 ext. 115 | Fax: 866.264.7880

sabrina@protectionlawgroup.com | www.protectionlawgroup.com



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Employment, Class Action and Trial Lawyers

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EXHIBIT 5

TOLLING AGREEMENT

The agreement will toll the applicable statute of limitations for a three-month period starting on the date Madden Corporation signs this agreement for any and all claims Griselda M. Quevedo may have against Madden Corporation, including, but not limited to, failure to pay minimum wages, overtimes wages, meal and rest premiums, all civil and statutory penalties, and claims under the Private Attorney General Act and California Business and Professions Code section 17200. If necessary, this period may be extended upon agreement of the parties.

The tolling of the applicable statute of limitations is not intended to and shall not for any purposes be deemed to limit or adversely affect any defense, other than a statute-of-limitations defense, that Madden Corporation has, may have, or would have had in the absence of this agreement. Nor does this agreement waive or release any statute of limitations defense that could have been asserted before the date of the tolling period. However, because Griselda M. Quevedo claims the purported arbitration agreement between the parties does not address the same, Plaintiff in turn reserves all rights to object to arbitration agreement's enforcement. This tolling agreement affects no other rights of the Parties other than specifically addressed herein.

Dated _____

For Madden Corporation: print name below and title

EXHIBIT 6

From: [Freda Tjoarman](#)
To: [Sabrina Putri](#)
Cc: [Heather Davis](#); [Amir Nayebedadash](#); [Carlos Jimenez](#); [Kristen Tojo](#); [Daisy Campos](#); [Taylor Johnson](#); [Leticia M. Kimble](#); [Beth A. Schroeder](#); [Courtney Hamilton](#); [Dora Melendez](#); [Joanne Tran](#)
Subject: Objections to Claimant's Counsel's Insistence on Using Signature Resolution for Arbitration of Griselda M. Quevedo's Claims and Response to Counsel's Correspondence Dated November 29, 2022
Date: Thursday, December 1, 2022 9:09:55 AM
Attachments: [image001.png](#)
[image003.png](#)

Counsel,

Respectfully, Respondent Madden Corporation continues to object to Claimants' counsel's unilateral selection of Signature as the arbitral forum for claims by former employees of Madden. We would like to emphasize and reiterate that Signature Resolution has upheld our objections and dismissed Ms. Quevedo's claims. Therefore, there are no outstanding arbitration fees to pay to Signature Resolution on Respondent's part as there are no matters pending before Signature Resolution with regards to Madden Corporation and Ms. Quevedo.

As we have stated before, Claimants' counsel continues to have a wrong interpretation of the language of the arbitration agreement. The procedure for selecting an arbitrator is set forth in the agreement that Claimant attached to her demand submitted to Signature and states in the first page of the agreement that the "the employee and the Company will select an arbitrator by mutual agreement. If the employee and the Company are unable to agree on a neutral arbitrator, either party may elect to obtain a list of arbitrators from the Judicial Arbitration and Mediation Service ("JAMS"), Alternative Dispute Resolution ("ADR"), or any other reputable dispute resolution organization." Therefore, contrary to counsel's claims, the agreement does require discussion of selection of an arbitrator. If after such discussion the parties are unable to agree on selection of an arbitrator, then either party may elect to obtain a list of arbitrators from JAMS, ADR (both which counsel has unilaterally rejected and dismissed out of hand), or other reputable dispute resolution organization. Claimant has not done that here has not met and conferred or even attempted to meet and confer in good faith with Respondent to attempt to mutually agree to an arbitrator. Indeed, Claimant's counsel Amir Nayebedadash in his email dated October 31, 2022 stated, "[A]ny arbitrator that we would propose will be only from Signature Resolution and no other forum." Per the terms of the arbitration agreement, Claimant may not skip ahead in the arbitration selection process when the agreement has explicit instructions and procedures for doing so and conditions precedent have not been fulfilled. Claimant via her counsel is thus in breach of the agreement by failing to meet and confer on selecting an arbitrator.

One of the reasons that Respondent has declined to only look at Signature Resolution is primarily because of Signature's cost. Respondent has the greatest respect for the neutrals at Signature, and we worked with Ms. Wagner as our mediator in a similar matter brought by another former employee of Madden Corporation, Ibrahim Hasan, when Mr. Hasan bore part of the cost. However, we all know, and Claimants' counsel is well aware, that the cost of Signature's neutrals are significantly higher than those of JAMS or ADR, which is why those providers are listed by name in the arbitration agreement. A review of the cost of Signature's arbitrators versus those of JAMS or ADR shows that Signature's arbitrators cost on average \$17,000 per day versus \$11,850 per day on average for JAMS and \$8,667 per day on average for ADR, a difference amounting to tens of

thousands of dollars when taking into consideration the now 14 number of Claimants and demands for arbitration that Claimants' counsel has submitted with Signature. Even the difference in filing fees between Signature (\$3,000) versus JAMS (\$1,750) and ADR (\$1,500) alone amounts to several thousands of dollars. This is a significant amount of money and money that could be put towards any potential recovery for the Claimants, the State of California, and/or the LWDA. Madden is not Walmart or Starbucks, and just as they cannot afford to use Paul Hastings to represent them, they cannot necessarily afford to use the Ferrari of neutrals when it comes to litigation.

Respondent does not have unlimited funds. It has limited funds and is trying to make efficient use of resources. To that end, if Claimants' counsel insists on litigating multiple claims in arbitration, ADR Services has a mass employment arbitration program with significantly lower filing fees which can potentially save Claimants thousands of dollars in filing fees alone. However, it is clear that Claimants' counsel is trying to burn Respondent's resources by demanding that it only use the most expensive arbitration forum possible and dismissing ADR Services out of hand without even consulting with Respondent. Please keep in mind that Respondent's funds will run out if Claimants' counsel continues to demand that Respondent use Signature even after its multiple repeated objections to Signature for a number of reasons which may cause Respondent to be forced to make other choices. Respondent's resources are limited and finite, and they are decreasing, and continuing to decrease, with each letter, objection, and opposition to Claimants' counsel's demand and insistence on using Signature, failure to abide by the terms of the arbitration agreements, litigation tactics, and gamesmanship to which Respondent is forced to respond.

Moreover, the demand for Respondent to use the costliest option for arbitration, when the resources can be put towards potential recovery creates an untenable conflict of interest between Claimants' counsel and Claimants' interests, whether taken individually or together, and a serious problem for Claimants' counsel's continued representation of the Claimants that Claimants' counsel purports to represent.

Companies are not required to agree to the most expensive arbitration providers, and it would be unreasonable to force them to do so, especially when those companies have limited resources. If Claimants' counsel would be willing to cover the difference between Signature and these other providers, we of course would be willing to consider these neutrals. But we understand they are not obligated to do so. Just as we are not obligated to opt for the most expensive provider.

Therefore, again, we must renew our objection to Signature as an arbitral forum in this instance.

Best,
Freda



Freda Tjoarman | Associate

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[Los Angeles](#) | [Orange County](#) | [New York](#)

main: [310-440-4100](tel:310-440-4100) | direct: [310-424-4081](tel:310-424-4081)

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EXHIBIT 7

From: [Sabrina Putri](#)
To: [Freda Tjoarman](#); [Leticia M. Kimble](#); [Beth A. Schroeder](#); [Courtney Hamilton](#); [Dora Melendez](#); [Joanne Tran](#)
Cc: [Heather Davis](#); [Amir Nayebdadash](#); [Carlos Jimenez](#); [Kristen Tojo](#); [Daisy Campos](#); [Taylor Johnson](#)
Subject: RE: Objections to Claimant's Counsel's Insistence on Using Signature Resolution for Arbitration of Griselda M. Quevedo's Claims and Response to Counsel's Correspondence Dated November 29, 2022
Date: Thursday, December 1, 2022 11:09:00 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Counsel,

Please respond to our email and do not create new email chains about the issues at hand. It is Respondent's prerogative if it has a different position, but please do not play coy and pretend that the positions have not been provided to you and send correspondence in a vacuum. Your anticipated professionalism is appreciated. We await a response within the time noted.

Best,

Sabrina Putri
Attorney At Law

PROTECTION LAW GROUP, LLP

237 California Street, El Segundo, CA 90245

Tel: 424.290.3095 ext. 115 | Fax: 866.264.7880

sabrina@protectionlawgroup.com | www.protectionlawgroup.com



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From: Freda Tjoarman <ftjoarman@raineslaw.com>
Sent: Thursday, December 1, 2022 9:10 AM
To: Sabrina Putri <Sabrina@protectionlawgroup.com>
Cc: Heather Davis <heather@protectionlawgroup.com>; Amir Nayebdadash <amir@protectionlawgroup.com>; Carlos Jimenez <carlos@protectionlawgroup.com>; Kristen Tojo <kristen@protectionlawgroup.com>; Daisy Campos <daisy@protectionlawgroup.com>; Taylor

Johnson <taylor@protectionlawgroup.com>; Leticia M. Kimble <lkimble@raineslaw.com>; Beth A. Schroeder <bschroeder@raineslaw.com>; Courtney Hamilton <chamilton@raineslaw.com>; Dora Melendez <dmelendez@raineslaw.com>; Joanne Tran <jtran@raineslaw.com>

Subject: Objections to Claimant's Counsel's Insistence on Using Signature Resolution for Arbitration of Griselda M. Quevedo's Claims and Response to Counsel's Correspondence Dated November 29, 2022

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Best,
Freda



Freda Tjoarman | Associate

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