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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KEITH PENDER, individually, and on
behalf of other members of the general public
similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

CONGREGATIONAL HOMES, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV29229

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF’S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff’s Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Keith Pender);
and [Proposed] Order filed concurrently
herewith]

Date: July 10, 2023
Time: 10:30 a.m.
Department: SSC10

Complaint Filed: August 9, 2021
FAC Filed: April 19, 2023
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Keith Pender (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

1 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also
2 has extensive experience with class action and/or representative action settlements. Under her,
3 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
4 and court approval process for hundreds of class action and/or representative action matters that
5 have successfully resolved. She is a member of the California Employment Lawyers Association.

6 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor's degree from
7 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
8 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
9 California in 2015. I am admitted to practice before all courts of the State of California and all
10 federal district courts in the State of California. I have worked on many wage and hour class action
11 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
12 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
13 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
14 court appearances. Prior to working at Lawyers for Justice, PC, I spent several years working for
15 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
16 employed as general counsel for a DMHC licensed discount dental plan.

17 **EXAMPLES OF RESULTS IN WAGE AND HOUR CLASS ACTION AND**
18 **REPRESENTATIVE ACTION CASES**

19 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
20 ("LFJ") has achieved on behalf of its clients:

21 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a major property management company involving allegations
23 of misclassification of various "manager" positions. On September 20, 2010, the court granted
24 final approval of the class action settlement. The Los Angeles County Superior Court Case
25 Number is BC400414.

26 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of household items involving allegations of
28 misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification of
10 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action involving allegations of misclassification of
8 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
9 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
10 the class and PAGA representative action settlement. The Los Angeles County Superior Court
11 Case Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a lumber and hardware company on
5 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
6 and PAGA representative action settlement. The Orange County Superior Court Case Number is
7 30-2014-00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) LFJ represented the plaintiff in a PAGA representative action, against the
22 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

3 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC569646.

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
11 approval of the class and PAGA representative action settlement. The Los Angeles County
12 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
13 Number is 4819.

14 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a global provider of flexible office
16 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC498401.

19 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 County Superior Court Case Number is VCU264528.

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.

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1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
13 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
14 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
15 and the Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
26 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
27 of the PAGA representative action settlement. The San Diego County Superior Court Case
28 Number is 34-2015-00175330.

6 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class and PAGA representative action against a large national drug testing
8 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
9 plaintiff's motion for class certification and certified a class. The San Diego County Superior
10 Court Case Number is 37-2018-00019611-CU-OE-CTL.

11 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
13 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
14 court granted in part the plaintiff's motion for class certification and certified a class. The
15 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
16 Judicial Council Coordination Proceeding Number is 4930.

17 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
18 wage-and-hour class action against manufacturer and supplier of power products and services on
19 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
20 for class certification and certified a class. The San Diego County Superior Court Case Number is
21 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

26 PRELIMINARY APPROVAL

27 8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action
28 and PAGA Settlement and Release of Claims (“Settlement” or “Agreement”) entered into by and

1 between Plaintiff Keith Pender (“Plaintiff”), individually and on behalf of all others similarly
2 situated and other aggrieved employees, on the one hand, and Defendant Congregational Homes,
3 Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel
4 have approved the proposed Notice of Proposed Settlement (“Class Notice”), which is attached to
5 the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as
6 well.

7 9. Based on information provided by Defendant, the Class is estimated to consist of
8 approximately seven hundred and seventy-three (773) individuals.

9 10. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
10 matter has translated into tangible monetary benefits for the Class Members in the following
11 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
12 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
13 favorably with other similar class action settlements of this type given the strengths and
14 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
15 have only increased significantly had the case progressed through certification, trial, and/or
16 appeals.

17 11. Class Counsel has litigated the case for over two years, and was actively preparing
18 the matter for class certification and trial. The Parties have engaged in extensive settlement
19 negotiations and participated in a formal, full-day mediation conducted by Lynn Frank, Esq., a
20 well-respected mediator experienced in mediating complex labor and employment matters. Prior
21 to and during the mediation and settlement discussions, the Parties exchanged class information
22 and engaged in an extensive discussion regarding their evaluations of the case and various aspects
23 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
24 Parties of proceeding with class certification and/or representative adjudication, the law relating
25 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
26 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
27 other things. During all settlement discussions, the Parties conducted their negotiations at arm’s
28 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was

1 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
2 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
3 certification and prevail at trial. After conducting investigations, informal discovery, and exchange
4 of information, extensive settlement negotiations, and with the aid of the mediator's evaluation,
5 the Parties have agreed that the matter is well-suited for settlement given the legal issues relating
6 to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
7 litigation. The Settlement is a fair, reasonable, and adequate resolution of the Class Released
8 Claims of Plaintiff and Participating Class Members and the PAGA Released Claims of Plaintiff,
9 PAGA Group Members, and the State of California, against the Released Parties.

10 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
11 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
12 Prior to engaging in mediation, Plaintiff conducted significant investigation and informal
13 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
14 analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other
15 sources. The volume of data and documents that Class Counsel reviewed and analyzed included
16 and was not limited to employment records of Plaintiff and other Class Members, a detailed
17 sampling of Class Members' time and pay data, Defendant's Employee Handbook, company
18 policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists,
19 operations and employment practices, forms, procedures, and policies (including but not limited
20 to, Direct Deposit Agreement Form, Meal Period Agreement, Company Issued Cell Phone Policy,
21 Photography Model Release), among other information and documents. Class Counsel
22 interviewed Plaintiff and other Class Members to gather facts and to identify potential witnesses.
23 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
24 relating to the pleadings and the production of documents and data prior to the mediation. Class
25 Counsel also drafted pleadings and mediation brief and prepared for and attended court
26 proceedings, mediation, and settlement negotiations, among other tasks.

27 ///

28 13. Counsel for the Parties have also invested time researching and investigating the

1 applicable law, which is constantly evolving as it relates to certification, representative PAGA
2 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
3 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
4 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

5 14. The Settlement provides for a Maximum Settlement Amount of One Million Seven
6 Hundred and Fifty-Four Thousand, Eight Hundred Dollars and Zero Cents (\$1,754,800.00). The
7 Net Settlement Amount is the Maximum Settlement Amount less the following amounts subject
8 to approval by the Court: Class Counsel Fees Payment and Class Counsel Litigation Expenses
9 Payment to Class Counsel, Class Representative Enhancement Payment to Plaintiff, Settlement
10 Administrator Payment to Settlement Administrator, and the PAGA Penalties allocated to
11 penalties under PAGA. Assuming that the amounts allocated under the Settlement toward these
12 payments are awarded by the Court, the Net Settlement Amount is currently estimated to be Nine
13 Hundred Sixty-One Thousand Six Hundred Twenty Dollars and Zero Cents (\$961,620.00). The
14 Maximum Settlement Amount will be fully distributed in accordance with the terms of the
15 Settlement.

16 15. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
17 "Settlement Administrator") to handle the notice and settlement administration. The Parties
18 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
19 Settlement Administrator. Defendant will provide Phoenix the "Class Members' Data," which
20 shall consist of an electronic database containing (i) each Class Member's last-known first and last
21 name, (ii) the last-known mailing address, (iii) the Class Member's Social Security number or Tax
22 ID, (iv) the Class Member's total number of Individual Workweeks, and (v) the Class
23 Member/PAGA Group Member's total number of Individual Pay Periods, if applicable, and
24 Phoenix will calculate each Participating Class Member's estimated share of the Net Settlement
25 Amount ("Settlement Share") and each PAGA Group Member's *pro rata* share of the PAGA
26 Penalties ("PAGA Payment Share"). The Settlement Administrator's duties will include (i)
27 calculating Settlement Shares and PAGA Payment Shares; (ii) preparing, printing, and mailing the
28 Class Notice to all Class Members; (iii) using reasonable measures to contact all Class Members,

1 including conducting a National Change of Address search on all Class Members before mailing
2 the Class Notice to each Class Member's address; (iv) re-mailing the Class Notice; (v) setting up
3 a toll-free telephone number to receive calls from Class Members; (vi) receiving Requests for
4 Exclusions and Objections to the Class Settlement; (vii) providing the Parties with weekly status
5 reports about the delivery of Class Notices and any Requests for Exclusion and Objections
6 received; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) using
7 reasonable measures to deliver issued checks to Participating Class Members; and (x) otherwise
8 administering the Settlement pursuant to the Settlement Agreement including collecting from
9 Defendant and paying and reporting on behalf of Defendant, the Employer's Payroll Taxes to the
10 appropriate taxing agency. Settlement Administrator Payment is currently estimated not to exceed
11 Fourteen Thousand Dollars and Zero Cents (\$14,000.00) and will be paid out of the Maximum
12 Settlement Amount, subject to approval of the Court.

13 16. Based on investigation and information discovered, Class Counsel believes that
14 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
15 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
16 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
17 rest periods and to pay associated premium pay, failed to timely pay wages during employment
18 and upon termination of employment, failed to provide compliant wage statements, failed to
19 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
20 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
21 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff
22 also asserted that Class Members were expected to perform similar job duties and were subject to
23 the same or similar operations and employment policies, practices, and procedures. Additionally,
24 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
25 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
26 that the Class Members, were uniformly not paid all of the compensation that was owed to them
27 by Defendant since August 9, 2021. Thus, in Class Counsel's view, it is clear that the outcome of
28 this litigation would be determined by Defendant's uniform operations and employment practices,

1 policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt
2 employees in California during the Class Period.

3 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
4 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
5 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
6 delays inherent in such litigation, including those involved in class certification and/or
7 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
8 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
9 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
10 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
11 complex labor and employment matters.

12 18. Defendant, on the other hand, denied and continues to deny any liability and
13 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
14 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
15 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
16 have also had the opportunity to interview witnesses and review documents and information
17 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
18 operations and employment policies, practices, and procedures. The Parties also reviewed and
19 analyzed a large volume of documents and data, including but not limited to a detailed sampling
20 of Class Members' time and pay information, to determine the potential value and strength of the
21 claims. The available information enabled Class Counsel to estimate the potential claims of the
22 Class and prepare damages/valuation models. Accordingly, the Parties have conducted adequate
23 investigation and discovery to be sufficiently informed of the nature and extent of the Class
24 Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness,
25 adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement
26 given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both
27 sides that would attend further litigation. The Settlement takes into account the strengths and
28 weaknesses of each side's position and the uncertainty of how the case might have concluded at

1 certification, trial, and/or appeals.

2 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
3 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
4 (i.e., \$614,180.00) and expenses and costs in an amount not to exceed Twenty-Five Thousand
5 Dollars and Zero Cents (\$25,000.00), which will be paid out of the Maximum Settlement Amount,
6 subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks
7 and costs of litigation and will not receive any compensation until recovery is obtained.

8 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and
9 Zero Cents (\$10,000.00) to Plaintiff as a Class Representative Enhancement Payment to be paid
10 out of the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent
11 considerable time and effort to produce relevant documents and past employment records and to
12 provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available
13 whenever Class Counsel needed her and actively tried to obtain information that would facilitate
14 pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive
15 a Class Representative Enhancement Payment, in addition to his Settlement Share for his services
16 on behalf of the Class, PAGA Group Members, and the State of California.

17 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
18 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
19 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
20 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
21 certification, representative adjudication, trial, and/or appeals.

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

24 Executed on this 22nd day of May 2023 at Glendale, California.

25 

26 _____
27 Brian J. St. John
28

EXHIBIT 1

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE
OF CLAIMS**

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff KEITH PENDER (“Plaintiff” or “Class Representative”), individually, on behalf of all putative class members, and on behalf of the State of California with respect to aggrieved employees pursuant to the Private Attorneys General Act, and Defendant CONGREGATIONAL HOMES, INC. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

I. DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. “Action” shall mean the civil action commenced on August 9, 2021, by Plaintiff against Defendant, entitled *Keith Pender v. Congregational Homes, Inc.*, Superior Court of California, County of Los Angeles, Case No. 21STCV29229.

2. “Class” shall mean all current and former non-exempt employees who worked for Defendant in California during the Class Period.

3. “Class Member” shall mean an individual who is a member of the Class (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

4. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action, Edwin Aiwasian, Esq., Arby Aiwasian, Esq., Joanna Ghosh, Esq., and Brian J. St. John, Esq. of Lawyers for Justice, P.C.

5. “Class Counsel Fees Payment” shall mean thirty five percent (35%) of the Maximum Settlement Amount (currently estimated to be Six Hundred and Fourteen Thousand, One Hundred and Eighty Dollars and Zero Cents (\$614,180.00) if the Maximum Settlement Amount is \$1,754,800.00) subject to approval by the Superior Court as Class Counsel’s attorneys’ fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

6. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel’s expenses are not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

7. “Class Notice” shall mean the Notice of Proposed Settlement, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval, in substantially the form attached hereto as “**Exhibit A**” subject to approval by the Superior Court. The Class Notice shall contain (i) a Class Member’s first and last name, (ii) last known address, (iii) the Class Member’s Individual Workweeks, (iv) the PAGA Group Member’s Individual Pay Periods, if applicable; (v) the Class Member’s estimated Settlement Share; and (vi) the PAGA Group Member’s estimated PAGA Payment Share, if applicable. The Class Notice shall also provide the Class Members with instructions on how to opt-out of and/or object to the Class Settlement and how to dispute Individual Workweeks and/or Individual Pay Periods.

8. “Class Period” shall mean the period of time from August 9, 2017, through October 31, 2022.

9. “Class Representative Enhancement Payment” shall mean the payment made to Plaintiff in his capacity as Class Representative to compensate him for prosecuting the Action, and performing work in support of the Action, in the amount of Ten Thousand Dollars (\$10,000.00), subject to approval by the Superior Court.

10. “Class Settlement” shall mean the settlement and release of the Class Released Claims, as defined in Paragraph 75 below.

11. “Defense Counsel” shall mean the attorneys representing Defendant in the Action, Andrea Rosenkranz, Esq. and Yahir A. Barragan, Esq. of O’Hagan Meyer.

12. “Effective Date” shall mean the first business day following the last of the following occurrences: (i) if no Class Member both objects and also files either a timely motion to intervene and/or timely motion to vacate the Judgment, then sixty (60) days following the date the Court enters the Judgment; (ii) if a Class Member both objects and either files a timely motion to intervene or

1 timely motion to vacate the Judgment, then sixty-one (61) days following the date the Court enters
2 the Judgment, assuming no appeal is filed; or (iii) if a Class Member both objects and also files a
3 timely motion to intervene or files a motion to vacate the Judgment and also files a timely appeal,
4 then the date of final resolution of that appeal (including any requests for rehearing and/or petitions
5 for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with
6 no further challenge to the Settlement or Judgment being possible. The occurrence of the Effective
7 Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

8 13. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes and
9 contributions payable to any and all government agencies incurred for the wages portion of payments
10 of Settlement Shares to Participating Class Members pursuant to this Settlement. Defendant's
11 payment of the normal employer's share of payroll taxes and contributions will be made separately
12 and shall not come from the Maximum Settlement Amount.

13 14. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
14 Court to determine whether to finally approve and implement the terms of this Settlement.

15 15. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
16 PAGA Group Member.

17 16. "Individual Workweeks" shall mean the number of Workweeks for an individual Class
18 Member.

19 17. "Judgment" shall mean the order granting Final Approval of the Settlement and
20 judgment that the Parties anticipate will be entered by the Court following a Final Approval Hearing
21 on the Settlement in this Action.

22 18. "LWDA Payment" shall mean the payment to the California Labor and Workforce
23 Development Agency ("LWDA"), constituting seventy-five percent (75%) of the PAGA Penalties
24 assigned to the claim for civil penalties under the California Labor Code Private Attorneys General
25 Act, California Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Ninety-Seven Thousand,
26 Five Hundred Dollars and Zero Cents (\$97,500.00), which shall constitute the LWDA's seventy-five
27 percent (75%) share of One Hundred and Thirty Thousand Dollars and Zero Cents (\$130,000.00) in
28 civil penalties paid under this Settlement.

1 19. “Maximum Settlement Amount” shall mean the maximum settlement amount of One
2 Million, Seven Hundred and Fifty-Four Thousand, Eight Hundred Dollars and Zero Cents
3 (\$1,754,800.00) payable by Defendant as provided by this Agreement, unless that amount is increased
4 pursuant to Paragraph 71 below, exclusive of Employer’s Payroll Taxes. Defendant will pay the
5 Employer’s Payroll Taxes separately, and shall not come from the Maximum Settlement Amount.

6 20. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
7 Class Representative Enhancement Payment approved by the Superior Court; (ii) the Class Counsel
8 Fees Payment approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment
9 approved by the Superior Court; (iv) the PAGA Penalties approved by the Superior Court; and (v)
10 the Settlement Administrator Payment approved by the Superior Court; and (vi) any other fees or
11 expenses (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment)
12 incurred in implementing the terms and conditions of this Agreement as approved by the Superior
13 Court.

14 21. “Non-Participating Class Member” shall mean a Class Member who submits a
15 complete, valid, and timely Request for Exclusion pursuant to the instructions provided in the Class
16 Notice.

17 22. “PAGA Employee Payment” shall mean twenty-five percent (25%) portion of the
18 PAGA Penalties assigned to the claim for civil penalties under PAGA, which is Thirty-Two
19 Thousand, Five Hundred Dollars and Zero Cents (\$32,500.00), to be distributed to PAGA Group
20 Members on a *pro rata* basis based upon the number of Pay Periods worked by each PAGA Group
21 Member.

22 23. “PAGA Group” shall mean all current and former non-exempt employees who
23 worked for Defendant in California during the PAGA Period.

24 24. “PAGA Group Member” shall mean an individual who is a member of the PAGA
25 Group (or if any such person is incompetent, deceased, or unavailable due to military service, the
26 person’s legal representative or successor in interest evidenced by reasonable verification).

27 25. “PAGA Payment Share” shall mean each PAGA Group Member’s *pro rata* share of
28 the PAGA Payment as provided by this Agreement.

26. "PAGA Penalties" means the amount of One Hundred Thirty Thousand Dollars (\$1300,000.00) from the Maximum Settlement Amount which will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which seventy-five percent (75%) will be paid to the LWDA (i.e., the LWDA Payment), and twenty-five percent (25%) will be distributed to the PAGA Group Members (i.e., the PAGA Employee Payment).

27. "PAGA Period" shall mean the period of time from August 9, 2017, through October 31, 2022.

28. "PAGA Settlement" shall mean the settlement and release of the PAGA Released Claims, as defined in Paragraph 76 below.

29. "Participating Class Member" shall mean all Class Members who have not submitted a complete, valid, and timely Request for Exclusion pursuant to the instructions provided in the Class Notice.

30. "Pay Period" shall mean any pay period during the PAGA Period in which a PAGA Group Member actually received payment from Defendant as a non-exempt employee.

31. "Preliminary Approval" shall mean the Superior Court's preliminary approval of the Settlement without material change that the Parties anticipate will be made following submission of this Agreement to the Court.

32. "Settlement Administrator" shall mean Phoenix Settlement Administrators, the third-party administrator proposed by the Parties, subject to appointment by the Superior Court, to administer the Settlement.

33. "Settlement Administrator Payment" shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement, in the amount not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00).

34. "Settlement Share" shall mean each Participating Class Member's *pro rata* share of the Net Settlement Amount as provided by this Agreement.

35. "Superior Court" shall mean the Superior Court of California for the County of Los Angeles.

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36. “Workweek” shall mean any week in which a Class Member actually performed paid work for Defendant during the Class Period as a non-exempt employee. Each Class Member will be credited with at least one (1) Workweek.

II. RECITALS

37. On August 9, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Los Angeles County Superior Court, Case No. 21STCV29229. In his Complaint, Plaintiff pled causes of action for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payrolls; (9) Unreimbursed Business Expenses; and (10) Violation of California Business & Professions Code Section 17200, *et seq.*

38. On January 27, 2023, Plaintiff, on behalf of the PAGA Group, gave written notice to the Labor Workforce and Development Agency (“LWDA”) and Defendant of the sections of the California Labor Code and applicable Industrial Welfare Commission Wage Orders that Defendant is alleged to have violated (“LWDA Exhaustion Letter”).

39. Plaintiff and Defendant have agreed that Plaintiff will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California § 2698, *Et Seq.* (“First Amended Complaint” or “Operative Complaint”) in the Action, which upon filing, *inter alia*, will add a cause of action under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*, a copy of which is attached hereto as “**Exhibit B.**”

40. Defendant denies and continues to deny all of Plaintiff’s material allegations. Specifically, Defendant contends (1) it did not fail to pay the Class the minimum, straight time, regular rate, and/or overtime wages; (2) it paid the Class for all hours worked; (3) it provided the Class with all meal periods and associated premium pay (if required) according to law; (4) it provided the Class with all rest periods and associated premium pay (if required) according to law; (5) it did not fail to timely pay the Class wages due and owing during employment and/or upon separation; (6) it provided the Class with accurate itemized wage statements, consistent with Labor Code Section 226; (7) it properly maintained all payroll records; (8) it reimbursed employees for all necessary business

1 expenses; (9) it did not violate California Business & Professions Code Section 17200, *et seq.*; (10)
2 it did not engaged in conduct giving rise to civil penalties recoverable under PAGA; and (11)
3 Defendant is not liable for damages, including unpaid wages, liquidated damages, statutory or civil
4 penalties, attorneys' fees, or costs of litigation to the Class, State of California, or PAGA Group
5 Members.

6 41. In connection with the Action, and in order to work toward a mediated resolution
7 without the time and expense of formal discovery, the Parties engaged in extensive informal discovery
8 and exchange of information, including and not limited to, Defendant's production of voluminous
9 information, documents, and data (including but not limited to, Class Representative employment
10 records, employment and operations policies, practices, and procedures documents, random sampling
11 of Class time and pay data) which were reviewed, investigated, and analyzed by Class Counsel.

12 42. On September 1, 2022, the Parties in Action participated in a full day of mediation
13 before an experienced employment and class action mediator, Lynn Frank, Esq. (the "Mediation").
14 Ultimately, with the aid of the mediator's recommendation, the Parties reached a settlement and
15 entered into a Memorandum of Understanding (fully executed on September 7, 2022) for the
16 resolution of the Action.

17 43. The Settlement described in this Agreement represents a compromise and settlement
18 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
19 by Defendant that Plaintiff's claims in the Action have any merit or that they have any liability to
20 Plaintiff, the Class, the PAGA Group, or the State of California on those claims, or as an admission
21 by Plaintiff that Defendant's defenses in Action have any merit. This Settlement is intended to fully,
22 finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to
23 the terms and conditions set forth in this Settlement.

24 44. Based on its own thorough, independent investigation and evaluation of this case,
25 Class Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration
26 and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of
27 the Class in light of all known facts and circumstances, including the risk of significant costs and
28 delay, the risk of non-certification of the Class, the risk of a finding that the PAGA claim is not

manageable, the defenses asserted by Defendant including the risks of adverse determinations on the merits, and the Superior Court's discretion with respect to assessment of civil penalties, and numerous potential appellate issues. Although Defendant contends that it has no liability in the Action, Defense Counsel shares Class Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

45. Based on the foregoing Recitals, the Parties agree as follows:

III. PROCEDURE FOR APPROVING SETTLEMENT

46. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing no earlier than one hundred and twenty (120) calendar days from the date of the order granting Preliminary Approval of the Settlement, and approving the Class Notice (attached hereto as "**Exhibit A**") ("Motion for Preliminary Approval"). Any unresolved disagreement among the Parties concerning the Class Notice or other documents necessary to implement the Settlement will be referred first to Lynn Frank, Esq., and if no resolution is reached, then to the Superior Court.

47. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final Approval Hearing no earlier than one hundred and twenty (120) calendar days from the date of the order granting Preliminary Approval.

48. Should the Superior Court require any amendments to this Agreement or the Motion for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's Preliminary Approval.

49. Should the Superior Court decline to preliminarily approve any material aspects of the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it. In such event, the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

1 50. **Class Notice.** After the Superior Court enters its order granting Preliminary Approval,
2 every Class Member will be provided with the Class Notice (in English and Spanish) which will
3 include the Class Notice completed to reflect the order granting Preliminary Approval of the
4 Settlement and the Class Member's information as follows:

5 (a) Within twenty-one (21) calendar days after the Motion for Preliminary
6 Approval is granted, Defendant will provide to the Settlement Administrator the "Class Members'
7 Data," which shall consist of an electronic database containing (i) each Class Member's last-known
8 first and last name, (ii) the last-known mailing address, (iii) the Class Member's Social Security
9 number or Tax ID, (iv) the Class Member's total number of Individual Workweeks, and (v) the Class
10 Member/PAGA Group Member's total number of Individual Pay Periods, if applicable. If any or all
11 of the Class Members' Data are unavailable to Defendant, Defendant will so inform Class Counsel
12 prior to the date on which Defendant is required to submit the Class Members' Data to the Settlement
13 Administrator and the Parties will make their best efforts to reconstruct or otherwise agree upon the
14 Class Members' Data prior to when it must be submitted to the Settlement Administrator. If the
15 Parties are unable to agree, the dispute will be referred to the mediator, Lynn Frank, Esq. This
16 information will otherwise remain confidential and will not be disclosed to anyone, except as required
17 to applicable taxing authorities, as required to carry out the reasonable efforts to identify Class
18 Member information as described in Paragraph 53, pursuant to Defendant's express written
19 authorization, or by order of the Superior Court.

20 (b) Within seven (7) business days after receiving the Class Members' Data, or as
21 soon thereafter as it is able to do so, the Settlement Administrator will conduct a search of the U.S.
22 Postal Services' National Change of Address ("NCOA") database to attempt to locate more recent
23 addresses than those included in the Class Members' Data (and use any more recent addresses that
24 are located), and mail the Class Notice to all identified Class Members via first-class U.S. Mail using
25 the mailing address information either obtain through the NCOA search or provided by Defendant.

26 (c) If a Class Notice is returned by the U.S. Postal Service as undeliverable on or
27 before the Response Deadline without a forwarding address, the Settlement Administrator will
28 promptly, and not later than five (5) business days from receipt of the returned Class Notice, search

1 for a more current address for the Class Member and re-mail the Class Notice to the Class Member
2 for whom new addresses are found. The Settlement Administrator will use the Class Members' Data
3 and otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a
4 more current address. If a Class Notice is returned by the U.S. Postal Service as undeliverable on or
5 before the Response Deadline with a forwarding address, the Settlement Administrator will promptly
6 re-mail the Class Notice to the Class Member using the forwarding address. The Settlement
7 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
8 parameters, court orders, and fee, to trace the mailing address of any Class Member for whom a Class
9 Notice is returned by the U.S. Postal Service on or before the Response Deadline. Any such Class
10 Members who failed to receive a Class Notice, or who were subject to a re-mailing of the Class Notice
11 as described herein, shall have their Response Deadline extended by fifteen (15) days from the
12 original deadline.

13 (d) The Settlement Administrator will inform Class Counsel and Defense Counsel
14 of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status
15 report.

16 (e) Not later than sixteen (16) court days prior to the Final Approval Hearing, the
17 Settlement Administrator will serve on the Parties an executed declaration of due diligence setting
18 forth its compliance with its obligations under this Settlement. The declaration will be filed with the
19 papers submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the
20 Settlement Administrator will supplement its declaration of due diligence if any material changes
21 occur from the date of the filing of its prior declaration.

22 51. **Participating Class Members; Requests for Exclusion from Class Settlement; and**
23 **Objections to Class Settlement.** Class Members may submit requests to be excluded from the Class
24 Settlement or objections to the Class Settlement, pursuant to the following procedures:

25 (a) **Participating Class Members.** Each Class Member shall be deemed to be a
26 Participating Class Member unless they submit a complete, timely, and valid Request for Exclusion
27 as provided below. All Participating Class Members shall be bound by the provisions and releases
28 contained in this Settlement as it pertains to the Class Settlement.

(b) **Request for Exclusion from Class Settlement.** Class Members who wish to exclude themselves from the Class Settlement (“opt out” of the Settlement) must submit to the Settlement Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first mails the Class Notices (“Response Deadline”), an a written request to be excluded from the Class Settlement (“Request for Exclusion”). Requests for Exclusion may be submitted to the Settlement Administrator via U.S. Mail only. To be valid, Class Members must complete, sign, date, and timely return a Request for Exclusion to the Settlement Administrator, setting forth their (i) full name, (ii) address, (iii) the Action name and case number (i.e., of *Pender v. Congregational Homes, Inc.*, Los Angeles, Case No. 21STCV29229), and (iii) the following statement or a similar statement: “I wish to exclude myself from the class settlement reached in the matter of *Pender v. Congregational Homes, Inc.* I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter.” A Class Member who does not complete and submit a valid and timely Request for Exclusion in the manner and by the Response Deadline will remain a Participating Class Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment, as they pertain to the Class Settlement. A Class Member who timely submits a valid Request for Exclusion will not participate in, or be bound by, the Class Settlement and will not be issued any payment pursuant to the Class Settlement, and will not have any right to object, appeal, or comment thereon. All PAGA Group Members will be bound to the PAGA Settlement, will release the PAGA Released Claims, and will be issued their PAGA Payment Share regardless of their decision to participate in the Class Settlement. To be valid, Requests for Exclusion must be completed in full, signed, and returned to the Settlement Administrator no later than the Response Deadline. Non-Participating Class Members will not be permitted to file objections to the Class Settlement and/or voice any objections to the Class Settlement at the Final Approval Hearing. The Settlement Administrator will provide Class Counsel, Defense Counsel, and the Superior Court with only the names of the Non-Participating Class Members.

(c) **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Class Settlement and who wishes to object to the Class Settlement may submit a written objection (“Objection”) to the Settlement Administrator, not

1 later than the Response Deadline, which sets forth the grounds for the objection and the other
2 information required by this Paragraph. The written Objection must (i) state the Class Member's full
3 name, (ii) state the Class Member's address, (iii) state the Action name and case number (i.e., of
4 *Pender v. Congregational Homes, Inc.*, Los Angeles, Case No. 21STCV29229), (iv) state the dates
5 of the Class Member's employment with Defendant, (v) state the basis for each objection in clear and
6 concise terms, (vi) state the full name, address, and telephone number of any legal representative of
7 the Class Member, (vii) attach any documents upon which the Objection is based, and (viii) state
8 whether the Class Member intends to appear at the Final Approval Hearing. In addition to, or in lieu
9 of a written Objection in the manner and by the deadline specified herein, the Class Member may
10 appear at the Final Approval Hearing to state their objection to the Class Settlement, orally. If a Class
11 Member fails to submit a written Objection or to appear at the Final Approval hearing to make an oral
12 objection, the Class Member will be deemed to have waived all objections and will be foreclosed
13 from making any objections – whether by appeal or otherwise – to the Class Settlement.

14 (d) If a Class Member submits both a Request for Exclusion and a written
15 Objection, the Request for Exclusion shall be valid and it shall be presumed that the Class Member
16 does not wish to participate in the Class Settlement.

17 (e) If the Superior Court rejects the Class Member's objection to the Class
18 Settlement, or if the Superior Court approves the settlement despite any objections to the Class
19 Settlement, the Class Member will be deemed to be a Participating Class Member and will be bound
20 by the terms of this Settlement as it pertains to the Class Settlement.

21 (f) A Class Member who timely submits a complete and valid Request for
22 Exclusion will not participate in, or be bound by, the Class Settlement and will not receive any
23 payment pursuant to the Class Settlement, will not be bound by the terms of the Class Settlement, and
24 will not have any right to object, appeal, or comment thereon. All PAGA Group Members will be
25 bound to the PAGA Settlement, will release the PAGA Released Claims, and will receive their PAGA
26 Payment Share regardless of their decision to participate in the Class Settlement.

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1 52. **Report.** Not later than seven (7) calendar days after the Response Deadline (or if
2 applicable, extended Response Deadline, whichever is later), the Settlement Administrator will
3 provide Defendant, through its Defense Counsel, with a complete and accurate list of names for all
4 Participating Class Members, all Non-Participating Class Members, all PAGA Group Members, and
5 all Class Members who objected to the Class Settlement. The report shall also be accompanied by an
6 itemized calculation of the Settlement Shares for each Participating Class Member and all PAGA
7 Payment Shares for each PAGA Group Member. The Settlement Administrator shall also provide
8 both Parties with a report identifying the number of Participating Class Members, the number of Non-
9 Participating Class Members, the number of PAGA Group Members, and the number of Class
10 Members who submitted Objections. Class Counsel shall also receive a list of the names of the Class
11 Members who object to the Class Settlement and a list of the names of the Non-Participating Class
12 Members.

13 53. **Resolution of Class Member and PAGA Group Member Disputes Regarding**
14 **Individual Workweeks and/or Individual Pay Periods.** If a Class Member and/or PAGA Group
15 Member disputes the number of his or her Individual Workweeks and/or Individual Pay Periods stated
16 in their Class Notice, the Class Member and/or PAGA Group Member must, by the Response
17 Deadline, mail a written dispute (“Workweeks or Pay Periods Dispute”) to the Settlement
18 Administrator. A Workweeks or Pay Periods Dispute must include the Class Member’s (i) full name,
19 (ii) address, (iii) the Action name and case number (i.e., of *Pender v. Congregational Homes, Inc.*,
20 Los Angeles, Case No. 21STCV29229), (iv) a statement of the number of Workweeks and/or Pay
21 Periods that he or she contends were worked, and (v) include any documentation the Class Member
22 and/or PAGA Group Member has to support their contention. The Settlement Administrator shall
23 notify Defendant of the dispute and provide them with a copy of the Class Notice and any
24 documentation received in support of the dispute within three (3) court days of receipt thereof. The
25 Settlement Administrator shall notify Class Counsel of the existence and nature of the dispute, as well
26 as any impact on the Workweeks, only. Defendant shall review their payroll and personnel records
27 and verify the correct number of Individual Workweeks and/or Individual Pay Periods for the
28 disputing Class Member(s) within five (5) court days of the Settlement Administrator’s notification.

1 Defendant's records will have a rebuttable presumption of accuracy. After consultation with Class
2 Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group Member, the
3 Settlement Administrator will, within three (3) court days of Defendant's verification, make a
4 determination of the Class Member's and/or PAGA Group Member's number of Individual
5 Workweeks and/or Individual Pay Periods and that determination will be final, binding on the Parties
6 and the Class Member and/or PAGA Group Member, and is not appealable.

7 **54. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective
8 counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him
9 or herself from the Class Settlement, object to the Class Settlement, and/or appeal from the Judgment.
10 If ten percent (10%) or more of the Class Members submit a complete, valid, and timely Request for
11 Exclusion and are deemed to be Non-Participating Class Members, then Defendant shall have the
12 unilateral right to void this Settlement. Defendant may do so by giving notice to Plaintiff and the
13 Court of its election to void the Settlement not later than fourteen (14) calendar days after the
14 Settlement Administrator issues its report identifying the number of Participating Class Members, the
15 number of Non-Participating Class Members, and the number of Class Members who objected to the
16 Class Settlement as described in Paragraph 52. Notwithstanding any other provisions in this
17 Settlement, no sums shall be payable by Defendant in the event that this Settlement is voided as
18 provided for herein.

19 **55. Additional Briefing and Final Approval.**

20 (a) Not later than sixteen (16) court days before the Final Approval Hearing,
21 Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the Settlement,
22 including payment of the Settlement Administrator's Payment, and a memorandum in support of their
23 motion ("Motion for Final Approval"), including requests for awards of the Class Representative
24 Enhancement Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses
25 Payment, and Settlement Administrator Payment, pursuant to this Settlement, and memoranda in
26 support of its motion. Absent the escalator provisions outlined in Paragraph 71, if applicable, Plaintiff
27 will not seek additional fees from Defendant or an increase in the Maximum Settlement Amount as
28 part of the Motion for Final Approval.

1 (b) Not later than five (5) court days before the Final Approval Hearing, the Parties
2 shall be entitled to file and serve a response to any Class Member's written Objection to the Settlement
3 and/or reply in support of their Motion for Final Approval, to the extent that any opposition to said
4 motion is filed.

5 (c) If the Superior Court ultimately does not grant Final Approval of the
6 Settlement the Settlement will be null and void and the Parties will have no further obligations under
7 it. In such event, the Parties shall be returned to their respective positions as of the date and time
8 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
9 if this Agreement had not been executed. If the Settlement is voided in this manner, the Parties will
10 have no further obligations under the Settlement, including any obligation by Defendant to pay any
11 amounts that otherwise would have been payable under this Settlement, except that the voiding Party
12 will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the
13 Party exercises the right to void the Settlement under this Paragraph. An award by the Superior Court
14 of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative
15 Enhancement Payment, the Class Counsel Fees Payment, and/or the Class Counsel Litigation
16 Expenses Payment, will not constitute a material change to the Settlement within the meaning of this
17 Paragraph.

18 (d) Upon Final Approval of the Settlement by the Superior Court at or after the
19 Final Approval Hearing, the Parties will present for the Superior Court's approval and entry a
20 proposed Judgment. The entry of the Judgment shall permanently bar all Participating Class Members
21 from prosecuting Class Released Claims against Defendant.

22 (e) After entry of the Judgment, the Superior Court will have continuing
23 jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement,
24 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
25 may be appropriate under court rules or applicable law.

26 56. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
27 and conditions of this Settlement and following the occurrence of the Effective Date, Plaintiff,
28 Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment,

1 including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to
2 vacate judgment, a motion for new trial, a motion under Code of Civil Procedure Section 473, and
3 any extraordinary writ, and the Judgment therefore will become non-appealable by them at the time
4 it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
5 appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the
6 time for consummation of the Settlement (including making payments under the Settlement) will be
7 suspended until such time as the appeal is finally resolved and the Judgment, consistent with the terms
8 of this Settlement, becomes final.

9 **57. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**

10 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,
11 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such
12 that there is a material modification to the Settlement, and that court's decision is not completely
13 reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will
14 have the right to void the Settlement, which the Party must do by giving written notice to the other
15 Parties, the reviewing court, and the Superior Court, not later than fourteen (14) calendar days after
16 the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes
17 final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative
18 Enhancement Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses
19 Payment will not constitute a vacation, reversal, or material modification of the Judgment within the
20 meaning of this Paragraph.

21 **58. Establishment of Settlement Account.** The Settlement Administrator shall establish
22 a settlement account ("Settlement Account") within ten (10) days of the Effective Date and notify the
23 Parties when the Settlement Account has been established. The Settlement Administrator shall also
24 provide Defendant with an itemized statement for the total amount to be deposited into the Settlement
25 Account, which shall equal the Maximum Settlement Amount and Employer's Payroll Taxes
26 ("Settlement Account Deposit"). Within ten (10) days after receiving notification of the Settlement
27 Account and statement for the Settlement Account Deposit, Defendant shall pay into the Settlement
28 Account an amount equal to the Settlement Account Deposit. Defendant shall have no obligation to

1 pay any additional funds into the Settlement Account.

2 **59. Payment of Settlement Shares.** The Settlement Administrator shall pay to each
3 Participating Class Member his or her Settlement Share from the Settlement Account. The Settlement
4 Administrator shall pay each Settlement Share by sending a check in the appropriate amount after
5 withholdings (for the wages portion of each Settlement Share) to the Participating Class Member at
6 the address indicated in the Class Member's Data. Such payment shall be sent by the Settlement
7 Administrator via U.S. Mail within fourteen (14) calendar days of its receipt of the Settlement
8 Account Deposit from Defendant.

9 **60. Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to each
10 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement
11 Administrator shall pay each PAGA Payment Share by sending a check in the appropriate amount to
12 the PAGA Group Member at the address indicated in the PAGA Group Member's Data. Such
13 payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) calendar
14 days of its receipt of the Settlement Account Deposit from Defendant. The Settlement Administrator
15 may, at its discretion, distribute the Settlement Share and PAGA Payment Share by way of a single
16 check that combines both payments (if applicable).

17 **61. Time Period that Settlement Share and PAGA Payment Share Checks Remain**
18 **Valid and Negotiable.** Any checks paid to Participating Class Members and/or PAGA Group
19 Members shall be negotiable for one hundred and eighty (180) calendar days from the date of their
20 issuance. If a check is returned to the Settlement Administrator within ninety (90) days of initial
21 mailing, the Settlement Administrator shall take all reasonable efforts to identify the Participating
22 Class Member's and/or PAGA Group Member's correct address, including the performance of a
23 "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another
24 check to the Participating Class Member and/or PAGA Group Member and mail it to the Participating
25 Class Member and/or PAGA Group Member at his or her updated address. The Settlement
26 Administrator will keep an accounting of all funds and shall give notice to the Parties of the total
27 balance of funds in the Settlement Account.

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62. **Cancellation of Settlement Share and PAGA Payment Share Checks.** All Settlement Share and/or PAGA Payment Share checks that are not cashed, deposited, or otherwise negotiated, will be canceled after one hundred and eighty (180) calendar days after first issuance, or in the case of a re-mailed check, will be canceled within ninety (90) calendar days of re-issuance, and funds from such canceled checks shall be transmitted by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those Participating Class Members and/or PAGA Group Members whose checks were canceled, until such time they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384.

63. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) calendar days after final disbursement of all funds from the Settlement Account, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the disbursements of all funds from the Settlement Account. Within ten (10) days after transmission to Controller of the State of California of any funds remaining after cancellation of checks, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report regarding the transmission of said funds to Controller of the State of California as outlined Paragraph 62.

IV. **SETTLEMENT TERMS AND CONDITIONS**

64. **Conditional Certification for Settlement Purposes.** Solely for the purposes of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the Class as defined herein. The Parties agree that if for any reason the Settlement is not preliminarily and/or finally approved, the conditional certification of the Class will be of no force or effect, does not constitute an admission by Defendant that class certification is proper, and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of class certification.

65. **Settlement Shares.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will calculate the preliminary, estimated Settlement Shares for each Class Member within ten (10) days after Defendant provide the Settlement Administrator with the Class

Members' Data, prior to mailing the Class Notice. The estimated Settlement Share for each Class Member and the final Settlement Share for each Participating Class Member, will be calculated as follows, understanding that the formulas below do not constitute an admission by either Party, and are intended only to provide a practical means to simplify and administer the settlement administration process:

(a) **Number of Class Members and Workweeks.** Defendant shall determine the total number of Class Members and the Individual Workweeks for those Class Members as of the time of Preliminary Approval. This information shall be provided to the Settlement Administrator along with the Class Members' Data as described in Paragraph 50(a) above.

(b) **Calculation of the Workweek Value.** The Settlement Administrator shall determine the preliminary, estimated value of a Workweek ("Preliminary Workweek Value") by taking the Net Settlement Amount and dividing it by the sum of all Class Members' Individual Workweeks. After the Effective Date, the Settlement Administrator shall determine the final value of a Workweek ("Final Workweek Value") by taking the Net Settlement Amount and dividing it by the sum of all Participating Class Members' Individual Workweeks.

(c) **Calculation of Settlement Shares.** For the preliminary estimated and calculations to be included in the Class Notice, the Settlement Administrator shall assign to each Class Member a Settlement Share which shall be equal to the Preliminary Workweek Value multiplied by each Class Member's Individual Workweeks. Upon calculation of the Class Members' estimated Settlement Shares and prior to the mailing of the Class Notice, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the Class Members with their corresponding Individual Workweeks and Settlement Shares. After the Effective Date, the Settlement Administrator shall assign to each Participating Class Member a Settlement Share which shall be equal to the Final Workweek Value multiplied by each Participating Class Member's Individual Workweeks. Upon calculation of the Participating Class Members' final Settlement Shares, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the Participating Class Members with their corresponding Individual Workweeks and Settlement

1 Shares.

2 66. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
3 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
4 within ten (10) days after Defendant provide the Settlement Administrator with the PAGA Group
5 Members' Data, and then again after the Effective Date. The PAGA Payment Share for each PAGA
6 Group Member will be calculated as follows, understanding that the formulas below do not constitute
7 an admission by either Party, and are intended only to provide a practical means to simplify and
8 administer the settlement distribution process:

9 (a) **Number of PAGA Group Members and Pay Periods.** Defendant shall
10 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
11 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
12 provided to the Settlement Administrator along with the Class Members' Data as described in
13 Paragraph 50(a) above.

14 (b) **Calculation of the Pay Period Value.** Both prior to the mailing of the Class
15 Notice and after the Effective Date, the Settlement Administrator shall determine the value of a Pay
16 Period ("Pay Period Value") by taking the PAGA Payment amount and dividing it by the sum of all
17 PAGA Group Members' Pay Periods.

18 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
19 assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period
20 Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the
21 PAGA Group Members' PAGA Payment Shares, both prior to the mailing of the Class Notice and
22 after the Effective Date, the Settlement Administrator shall furnish to Class Counsel and Defense
23 Counsel a worksheet containing a list of employee identification numbers for the PAGA Group
24 Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

25 67. **Taxes and Withholdings.** Ten percent (10%) of each Settlement Share shall represent
26 wages and the remaining ninety percent (90%) of each Settlement Share shall represent penalties,
27 interest, and non-wage damages. The portion of the Settlement Share representing wages shall be
28 paid to each Participating Class Member subject to any applicable employee-side tax withholdings

1 and deductions, and the Settlement Administrator shall issue an IRS Form W-2 to each Participating
2 Class Member for that amount. The portion of the Settlement Share representing penalties, interest,
3 and non-wage damages shall be paid to the Participating Class Member in full without deductions or
4 withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Participating
5 Class Member for that amount. Each Participating Class Member shall be individually responsible
6 for their own share of applicable income tax withholdings and deductions for the portion of the
7 Settlement Share for which an IRS Form 1099 will be issued. Defendant's payment of the Employer's
8 Payroll Taxes attributable to the Settlement Share payments constituting wages will be made
9 separately, and shall not come from the Maximum Settlement Amount. The Parties agree and
10 understand that Defendant have not made any representations regarding the tax obligations or
11 consequences, if any, related to this Settlement. The Parties agree that Defendant and each
12 Participating Class Member are solely responsible for determining the tax consequences of payments
13 made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by
14 each of them on such payments (including penalties and interest related thereto) by any taxing
15 authority, whether state, local, or federal.

16 68. One hundred percent (100%) of each PAGA Payment Share shall represent civil
17 penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in full and the
18 Settlement Administrator will not undertake any deductions or withholdings with respect to the
19 PAGA Payment Share, and the Settlement Administrator shall issue an IRS Form 1099 to each PAGA
20 Group Member for that amount, if applicable. Each PAGA Group Member shall be individually
21 responsible for their own share of applicable income tax withholdings and deductions for his or her
22 PAGA Payment Share.

23 69. **Total Payment Amount.** In no event will Defendant be required to pay more than
24 the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 71 below)
25 for distribution to the Plaintiff, Class Counsel, Participating Class Members, PAGA Group Members,
26 State of California or LWDA, Settlement Administrator, or for any other costs or expenses not
27 otherwise enumerated. However, Defendant's payment of the Employer's Payroll Taxes attributable
28 to the Settlement Share payments constituting wages will be made separately, and shall not come

1 from the Maximum Settlement Amount.

2 70. **Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
3 conditions of this Settlement, the Settlement Administrator will make the following payments out of
4 the Maximum Settlement Amount as follows:

5 (a) **To Plaintiff:** In addition to his respective Settlement Share and PAGA
6 Payment Share, Plaintiff will apply to the Superior Court for Class Representative Enhancement
7 Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff.
8 Defendant will not oppose this Class Representative Enhancement Payment. The Settlement
9 Administrator will pay the Class Representative Enhancement Payment approved by the Superior
10 Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will not be
11 taken from the Class Representative Enhancement Payment and an IRS Form 1099 will be issued to
12 Plaintiff for this payment. Such payment shall be distributed by the Settlement Administrator to
13 Plaintiff within fourteen (14) calendar days of its receipt of the Settlement Account Deposit from
14 Defendant.

15 (b) **To Class Counsel:** Class Counsel will apply to the Superior Court for the
16 Class Counsel Fees Payment in an amount not to exceed Thirty-Five percent (35%) of the Maximum
17 Settlement Amount (currently estimated to be Six Hundred and Fourteen Thousand, One Hundred
18 and Eighty Dollars and Zero Cents (\$614,180.00) if the Maximum Settlement Amount is
19 \$1,754,800.00). Class Counsel will also submit to the Superior Court a request for for the Class
20 Counsel Litigation Expenses Payment in an amount not to exceed Twenty-Five Thousand Dollars
21 (\$25,000.00), to be paid from the Maximum Settlement Amount. Defendant will not oppose these
22 requests. The Settlement Administrator will pay the amounts approved by the Superior Court out of
23 the Maximum Settlement Amount. Withholding and deductions will not be taken from the Class
24 Counsel Fees Payment or Class Counsel Litigation Expenses Payment and one or more IRS Forms
25 1099 will be issued to Class Counsel with respect to those payments. Such payments shall be
26 distributed by the Settlement Administrator to Class Counsel within fourteen (14) calendar days of
27 its receipt of the Settlement Account Deposit from Defendant, unless otherwise directed by Class
28 Counsel. With respect to the Class Counsel Fees Payment and Class Counsel Litigation Expenses

1 Payment to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United
2 States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional
3 expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by
4 Class Counsel and shall not be included within the Settlement Administrator Payment. Defendant and
5 Defense Counsel shall not be liable for any expenses associated with the use of such attorney fee
6 deferral vehicles by the Settlement Administrator.

7 (c) **To the LWDA:** As part of their Motions for Preliminary and Final Approval,
8 the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in the amount
9 of Ninety-Seven Thousand, Five Hundred Dollars and Zero Cents (\$97,500.00), which shall
10 constitute the LWDA's seventy-five percent (75%) share of One Hundred and Thirty Thousand
11 Dollars and Zero Cents (\$130,000.00) in civil penalties paid under this Settlement. The remaining
12 Thirty-Two Thousand, Five Hundred Dollars and Zero Cents (\$32,500.00) in civil penalties shall be
13 distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group
14 Member (i.e, the "PAGA Employment Payment").

15 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
16 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior
17 Court, which are estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00).

18 71. **Escalator Provision.** Defendant represents that as of August 20, 2022, the number
19 of workweeks worked by Settlement Class Members during the Class Period is approximately
20 79,986. If it is determined that the workweeks through October 31, 2022, exceeds 87,985 (i.e.,
21 79,986 plus 10% of 79,986), then Defendant shall have the option of either (i) increasing the Net
22 Settlement Amount by an amount determined by the following formula: $[(\text{Actual Number of}$
23 $\text{Workweeks} - 87,985] \div 79,986 \times \text{Net Settlement Amount}$; or (ii) changing the end date of the
24 Class Period (and PAGA Period) to the last date on which there are no more than 87,985
25 Workweeks.

26 72. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
27 to appoint Phoenix Class Action Administrators, a qualified and experienced administrator, to serve
28 as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this

1 Agreement with respect to the performance of its duties and its compensation. The Settlement
2 Administrator's duties will include (i) calculating Settlement Shares and PAGA Payment Shares; (ii)
3 preparing, printing, and mailing the Class Notice to all Class Members; (iii) using reasonable
4 measures to contact all Class Members, including conducting a National Change of Address search
5 on all Class Members before mailing the Class Notice to each Class Member's address; (iv) re-mailing
6 the Class Notice (to the extent provided herein); (v) setting up a toll-free telephone number to receive
7 calls from Class Members; (vi) receiving Requests for Exclusion and Objections to the Class
8 Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices
9 and any Requests for Exclusion and Objections received; (viii) issuing the checks to effectuate the
10 payments due under the Settlement; (ix) using reasonable measures to deliver issued checks to
11 Participating Class Members; and (x) otherwise administering the Settlement pursuant to this
12 Agreement including collecting from Defendant and paying and reporting on behalf of Defendant,
13 the Employer's Payroll Taxes to the appropriate taxing agency. The Settlement Administrator will
14 have the final authority to resolve all disputes concerning the calculation of a Participating Class
15 Member's Settlement Share and/or PAGA Group Member's PAGA Payment Share, subject to the
16 terms set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses are
17 estimated to not exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) and will be paid out
18 of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

19 **V. RELEASE OF CLAIMS**

20 73. **Plaintiff's Released Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs,
21 executors, administrators, representatives, attorneys, successors, and assigns knowingly and
22 voluntarily releases and forever discharges the Released Parties (as defined in Paragraph 77), to the
23 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
24 unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution
25 of this Settlement Agreement. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's
26 own vested accrued employee benefits under the Defendant's health, welfare or retirement benefits
27 plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek
28 benefits under applicable workers' compensation (except as to claims under California Labor Code

1 §§ 132a and 4553 which are expressly released herein) or unemployment insurance or
2 indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement
3 Agreement; and (iv) enforce this Settlement Agreement.

4 74. To affect a full and complete general release as described above, Plaintiff expressly
5 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California
6 and does so understanding and acknowledging the significance and consequence of specifically
7 waiving § 1542. Section 1542 states:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
9 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
10 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
11 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
12 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
13 **DEBTOR OR RELEASED PARTY.**

14 Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release
15 and discharge of all Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is
16 intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to
17 exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement
18 Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read
19 this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff
20 has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this
21 Settlement Agreement and specifically about the waiver of § 1542, and that Plaintiff understands this
22 Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and knowingly enters into this
23 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different
24 from or in addition to those Plaintiff now knows or believes to be true regarding the matters released
25 or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and
26 agreements contained in this Settlement Agreement shall remain effective in all respects
27 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assume
28 any and all risk of any mistake in connection with the true facts involved in the matters, disputes or
controversies released or described in this Settlement Agreement or with regard to any facts now
unknown to Plaintiff relating thereto.

75. **Participating Class Members Released Claims.** As of the date of Defendant's full funding of the Maximum Settlement Amount and payment of the Settlement Account Deposit, each Participating Class Member, and without the need to manually sign a release document, shall release the Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories alleged in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages, and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods and associated meal period premiums (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks and associated rest break premiums (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to indemnify all necessary business expenses (Cal. Lab. Code § 2800, *et seq.*); (viii) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders (collectively, the "Class Released Claims"). Participating Class Members who cash, deposit, or otherwise negotiate their Settlement Share checks are deemed to have opted in and waived all Released Class Claims arising under the Fair Labor Standards Act. Participating Class Members who do not cash, deposit, or otherwise negotiate their Settlement Share checks shall be deemed to waive all Released Class Claims except for those arising under the Fair Labor Standards Act.

76. **PAGA Group Released Claims.** As of the date of Defendant's full funding of the Maximum Settlement Amount and payment of the Settlement Account Deposit, the State of California and each PAGA Group Member, and without the need to manually sign a release document, shall release the Released Parties for claims for civil penalties under the California Labor

Code Private Attorneys General Act of 2004 based upon all facts and legal theories alleged in the Operative Complaint and LWDA Exhaustion Letter or reasonably could have been alleged based on the facts and legal theories alleged in the Operative Complaint and the LWDA Exhaustion Letter, arising during the PAGA Period, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages, and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods and associated meal period premiums (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks and associated rest break premiums (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code §§ 226 & 226.3); (vi) failure to maintain accurate employment and payroll records (Cal. Lab. Code §§ 1174 & 1174.5); (vii) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); and (viii) failure to indemnify all necessary business expenses (Cal. Lab. Code § 2800, *et seq.*) (collectively, the “PAGA Released Claims”).

77. Released Parties means Defendant and its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys (including but not limited to O’Hagan Meyer), insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”).

78. In light of the binding nature of a PAGA judgment on non-party employees with respect to the resolution of claims for civil penalties under PAGA, pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Class Member who exclude themselves from the Class Settlement, and who meet the definition of a PAGA Group Member, shall nonetheless be issued a payment for the amount of each such individual’s estimated share of the PAGA Payment and shall have released PAGA Released Claims, as outlined in Paragraph 76.

79. The Class Released Claims and PAGA Released Claims described in Paragraphs 75 and 76 expressly exclude all claims made by a Participating Class Member and/or PAGA Group Member for vested benefits, wrongful termination, unemployment insurance, disability, social

1 security, workers' compensation, claims while classified as exempt, and claims outside of the Class
2 Period and/or PAGA Period.

3 80. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this
4 Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims
5 to costs and attorneys' fees and expenses against Defendant or the Released Parties arising from or
6 related to the Action, including but not limited to claims based on the California Labor Code, the
7 Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the California Business and
8 Professions Code, or any other contract, statute or law ("Class Counsel Released Claims").

9 81. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
10 Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation,
11 or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

12 **VI. DUTIES OF THE PARTIES**

13 82. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
14 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
15 limited to, execution of such other documents and the taking of such other actions as may reasonably
16 be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with
17 prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Settlement
18 and any other efforts that may become necessary by court order or otherwise, to effectuate this
19 Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement
20 Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all
21 necessary and reasonable steps to secure the Court's approval of this Settlement. The Parties will
22 work together to make any non-material modifications of the Settlement requested by the Court to
23 obtain approval of the Parties' Settlement.

24 83. **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the
25 terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts
26 to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

27 ///

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1 **84. Duties Prior to Court Approval.** Class Counsel shall promptly submit this
2 Settlement to the Court for preliminary approval and determination by the Court as to its fairness,
3 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
4 apply to the Court for the entry of a Preliminary Approval order, scheduling a hearing on the question
5 of whether the Settlement should be approved as fair, reasonable, and adequate as to the Class
6 Members, approving as to form and content the proposed Class Notice attached hereto as “**Exhibit**
7 **A**”, respectively, and directing the mailing of the Class Notice to Settlement Class Members.

8 **85. Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendant
9 denies any liability of any kind associated with the claims alleged in the Action, denies any liability
10 or intentional wrongdoing, Defendant revised and updated their wage and hour policies and practices,
11 including but not limited to their timekeeping and meal period and rest break policies and procedures.

12 **VII. MISCELLANEOUS TERMS**

13 **86. Interim Stay of Litigation.** Plaintiff and Defendant agree to the stay of all
14 proceedings in the Action, including with respect to California Code of Civil Procedure section
15 583.310, except such proceedings necessary to implement and complete the Settlement, pending final
16 approval of the Settlement by the Court.

17 **87. No Admission of Liability.** Defendant denies that it has engaged in any unlawful
18 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
19 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
20 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
21 of liability or wrongdoing by Defendant, an admission by Plaintiff that any of his claims were non-
22 meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that
23 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
24 admissible in connection with, any litigation (other than solely in connection with the Settlement).

25 **88.** The Parties also agree that this release constitutes a resolution of a good faith dispute
26 concerning wages and complies with California Labor Code Section 206.5, which reads in part:

27 “Execution of release of claim or right on account of wages due. No employer shall
28 require the execution of any release of any claim or right on account of wages due, or
 to become due, or made, or made as an advance on wages to be earned, unless payment

1 of those wages has been made.”

2 89. Whether or not the Judgment becomes final, neither the Settlement, any document,
3 statement, proceeding, or conduct related to the Settlement, nor any reports or accounting of those
4 matters, will be (i) construed as, offered, or admitted in evidence as, received as, or deemed to be
5 evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not
6 limited to, evidence of a presumption, concession, indication, or admission by any of the Released
7 Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred
8 to, or offered in evidence against any of the Released Parties, or any other civil, criminal or
9 administrative action or proceeding except for purposes of effectuating this Settlement.

10 90. Notwithstanding Paragraph 89 of this Settlement, any and all provisions of this
11 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any
12 or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

13 91. **Non-Disparagement.** Plaintiff and Class Counsel agree not to make any untruthful,
14 malicious, disparaging, or defamatory statements, allegations, comments, or communications,
15 regardless of form (whether written, oral, or electronic, including but not limited to Glassdoor, Yelp,
16 or otherwise), regarding Defendant. Plaintiff and Class Counsel further agree not to encourage
17 authorize or permit any such statements, allegations, comments, or communications to be made by
18 others on their behalf. Plaintiff and Class Counsel dispute that they have posted or encouraged the
19 posting of any negative comments about Defendant on Glassdoor, Yelp, or other websites. To the
20 extent Plaintiff and/or Class Counsel have posted any negative comments about Defendant on
21 Glassdoor, Yelp, or other websites, Plaintiff and/or Class Counsel agree to request that these
22 comments be removed and to provide a copy of such request to Defense Counsel within thirty (30)
23 calendar days of the execution of this Agreement.

24 92. **Waiver of Reemployment.** Plaintiff acknowledges that he has no intent to apply for
25 employment and/or re-employment with Defendant. Plaintiff further acknowledges that Defendant
26 or any related, successor, parent, or subsidiary companies has the right to refuse the rehire of Plaintiff
27 for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledges that Defendant’s
28 position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

1 93. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
2 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
3 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
4 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
5 other than the representations, warranties, covenants, and inducements expressly stated in this
6 Settlement and its exhibits.

7 94. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
8 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
9 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
10 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
11 and their counsel will cooperate with each other and use their best efforts to affect the implementation
12 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
13 any document needed to implement the Settlement, or on any supplemental provisions that may
14 become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of
15 mediator Lynn Frank, Esq., and if no resolution is reached the Superior Court, and in all cases all
16 such documents, supplemental provisions, and assistance of the court will be consistent with this
17 Settlement.

18 95. **Modification of Agreement.** Before this Agreement has been submitted to the Court
19 in connection with seeking Preliminary Approval of the Settlement, this Agreement, and any and all
20 parts of it, may be amended, modified, changed, or waived, except in an express written instrument
21 signed by the counsel for the Parties. After this Agreement has been submitted to the Court in
22 connection with seeking Preliminary Approval of the Settlement, this Agreement, and any and all
23 parts of it, may be amended, modified, changed, or waived only by an express written instrument
24 signed by the counsel for the Parties, subject to approval by the Court.

25 96. **Settlement Binding on Successors.** This Settlement Agreement will be binding upon,
26 and inure to the benefit of, the successors of each of the Parties.

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1 97. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
 2 governed by and interpreted according to the laws of the State of California, without giving effect to
 3 any conflict of law principles or choice of law principles.

4 98. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
 5 of this Settlement. This Settlement will not be construed against any Party on the basis that the Party
 6 was the drafter or participated in the drafting.

7 99. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
 8 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
 9 this Settlement through arms-length negotiations, taking into account all relevant factors, current and
 10 potential.

11 100. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is
 12 inserted for convenience of reference only and does not constitute a part of this Settlement.

13 101. **Notice.** All notices, demands, or other communications given under this Settlement
 14 will be in writing and deemed to have been duly given as of the third business day after mailing by
 15 U.S. Mail, addressed as follows:

16 <i>To Class Counsel:</i>	Edwin Aiwazian, Esq. Arby Aiwazian, Esq. Joanna Ghosh, Esq. Brian J. St. John, Esq. LAWYERS <i>for</i> JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203
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21 <i>To the Defendant's Counsel:</i>	Andrea Rosenkranz, Esq. Yahir A. Barragan, Esq. O'HAGAN MEYER 3200 Park Center Drive, Suite 700 Costa Mesa, CA 92626
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24 102. **Execution in Counterpart.** This Settlement may be executed in one or more
 25 counterparts. All executed counterparts and each of them will be deemed to be one and the same
 26 instrument provided that counsel for the Parties will exchange between themselves original signed
 27 counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be
 28 presumptive evidence of execution of the original, which shall be produced on reasonable request.

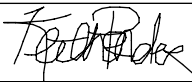
Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims between Plaintiff and Defendant:

IT IS SO AGREED:

DATED: 03/07/2023

PLAINTIFF

Electronically Signed 2023-03-07 21:44:21 UTC - 47.145.185.136

Nintex AssureSign® 43114e-c363-4b42-a61b-a6b0125a9014

Keith Pender

DATED: _____

CONGREGATIONAL HOMES, INC.

By: _____

Its: _____

APPROVED AS TO FORM:

DATED: 03/07/2023

LAWYERS *for* JUSTICE, PC

By:  _____

Edwin Aiwazian, Esq.

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Brian J. St. John, Esq.

Attorneys for Plaintiff,
KEITH PENDER

Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims between Plaintiff and Defendant:

IT IS SO AGREED:

DATED: _____

PLAINTIFF

Keith Pender

DATED: 3/16/2023

CONGREGATIONAL HOMES, INC.

By: _____

DocuSigned by:
Patricia Williams

CFDA4C702096421...

Its: _____

CEO/President

APPROVED AS TO FORM:

DATED: _____

LAWYERS *for* JUSTICE, PC

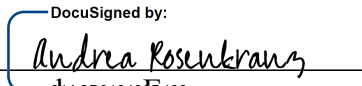
By: _____

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.

Attorneys for Plaintiff,
KEITH PENDER

1 DATED: 3/7/2023

O'HAGAN MEYER

2
3 By: 
4 Andrea Rosenkranz, Esq.
5 Yahir A. Barragan, Esq.

6 Attorneys for Defendant,
7 CONGREGATIONAL HOMES, INC.
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EXHIBIT A

Keith Pender v. Congregational Homes, Inc.
Los Angeles County Superior Court Case No. 21STCV29229

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of Congregational Homes, Inc. at any time between August 9, 2017, and October 31, 2022, you may be able entitled to receive money from a Class Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. PAGA Group Members (defined below) cannot opt-out of the PAGA portion of the proposed Settlement, and will receive their <i>pro rata</i> share of the PAGA Employee Payment even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Keith Pender v. Congregational Homes, Inc.* Los Angeles County Superior Court Case No. 21STCV29229 (the "Action"). The Defendant in the Action is Congregational Homes, Inc. (referred in this Notice as "Defendant").

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Defendant at any time between August 9, 2017, and October 31, 2022.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Defendant at any time between August 9, 2017, and October 31, 2022.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Member who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On August 9, 2021, Plaintiff filed his class action complaint against the Defendant alleging several violations of California wage and hour laws. Plaintiff filed his lawsuit on behalf of himself and on behalf of all current and former non-exempt, hourly employees. By Plaintiff’s Complaint, he alleges causes of action for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payrolls; (9) Unreimbursed Business Expenses; and (10) Violation of California Business & Professions Code Section 17200, et seq. On April 19, 2023 Plaintiff amended his Complaint to add a cause of action alleging Defendant owe civil penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”).

Defendant vigorously denies all the claims and contentions made in the Action and maintains it has fully complied with the law. However, Defendant has agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. The Class Representative and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

4. What are the terms of the Settlement?

Defendant will pay One Million, Seven Hundred and Fifty-Four Thousand, Eight Hundred Dollars and Zero Cents (\$1,754,800.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement

Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Class Representative Enhancement Payment; (c) the Class Counsel Fees Payment (d) the Class Counsel Litigation Expenses Payment; (e) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (f) all PAGA Payments to the PAGA Group Members; and (g) the reasonable fees and costs of the Settlement Administrator. Defendant will pay its portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel thirty five percent (35%) of the Maximum Settlement Amount (currently estimated to be Six Hundred and Fourteen Thousand, One Hundred and Eighty Dollars and Zero Cents (\$614,180.00)) in for the Class Counsel Fee Payment and up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in out-of-pocket Class Counsel Litigation Expenses, up to Fourteen Thousand Dollars and Zero Cents (\$14,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Ten Thousand (\$10,000.00) for the Class Representative Enhancement Payment in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class Representative. Additionally, the Settlement provides for a payment of One Hundred and Thirty Thousand Dollars and Zero Cents (\$130,000.00) to resolve PAGA Group Members' claims under PAGA, of which Thirty-Two Thousand, Five Hundred Dollars and Zero Cents (\$32,500.00) ("PAGA Employee Payment") will be distributed to the PAGA Group Members and Ninety-Seven Thousand, Five Hundred Dollars and Zero Cents (\$97,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") ("LWDA Payment"). The allocation between the PAGA Employee Payment and LWDA Payment is required by California law.

The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the "Net Settlement Amount"—will be distributed to those Class Members who have not opted out of the Settlement (the "Participating Class Members"). No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person worked for Defendant as a non-exempt, hourly employee during the Class Period, defined as the period of time from August 9, 2017, and October 31, 2022. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member's Individual Settlement Share, the Net Settlement Amount will be divided by the sum of all Class Members' Individual Workweeks,, resulting in the "Workweek Value." Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member's total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Share will be allocated as follows: (a) 10% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 90% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to

penalties and interest. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Defendant as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from August 9, 2017, and October 31, 2022. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Share, the PAGA Payment will be divided by the sum of all PAGA Group Members' Pay Periods, resulting in the "Pay Period Value." Each PAGA Group Member's Individual PAGA Share will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute the number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks and/or pay periods worked must include: (i) your full name, (ii) your address, (iii) the Action name and case number (i.e., of *Pender v. Congregational Homes, Inc.*, Los Angeles, Case No. 21STCV29229), (iv) a statement of the number of Workweeks and/or Pay Periods that you contend were worked, and (v) include any documentation you have to support their contention (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2023.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group

Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Share and/or Individual PAGA Share. Just watch your mail for a check and cash, deposit, or otherwise negotiate it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed, deposited, or otherwise negotiated for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed, deposited, or otherwise negotiated. Any funds represented by Settlement checks remaining uncashed, undeposited, or otherwise unnegotiated for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or PAGA Group Members who did not cash, deposit, or otherwise negotiate their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (800) ###-####, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between August 9, 2017, and October 31, 2022.

The Class Released Claims are defined as all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods and associated meal period premiums (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks and associated rest break premiums (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to indemnify all necessary business expenses (Cal. Lab. Code § 2800, *et seq.*); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code §

17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "Class Released Claims"). Participating Class Members who cash, deposit, or otherwise negotiate their checks are deemed to have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash, deposit, or otherwise negotiate their checks shall be deemed to waive all Class Released Claims except for a claim under the Fair Labor Standards Act.

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Class Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all PAGA Group Members shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between August 9, 2017, and October 31, 2022.

The PAGA Released Claims are defined as all claims for civil penalties pursuant under the California Labor Code Private Attorneys General Act of 2004 based upon all facts and legal theories alleged in the Action and LWDA Exhaustion Letter that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and the LWDA Exhaustion Letter including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods and associated meal period premiums (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks and associated rest break premiums (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code §§ 226 & 226.3); (vi) failure to maintain accurate employment and payroll records (Cal. Lab. Code §§ 1174 & 1174.5); (vii) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (viii) failure to indemnify all necessary business expenses (Cal. Lab. Code § 2800, *et seq.*) (collectively, the "PAGA Released Claims").

Released Parties includes Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties").

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include: (i) your full name, (ii) your address, (iii) the Action name and case number (i.e., of *Pender v. Congregational Homes, Inc.*, Los Angeles, Case No. 21STCV29229), and (iii) the following statement or a similar statement: "I wish to exclude myself from the class settlement reached in the matter of *Pender v. Congregational Homes, Inc.* I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter." ; and (iv) your signature. To be timely, a Request for Exclusion must be mailed

by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2023.

If applicable, you may not exclude yourself from the PAGA Group and will be bound by the PAGA Released Claims.

b. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2023 at [REDACTED] a.m. in the Los Angeles County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, (ii) your address, (iii) the Action name and case number (i.e., of *Pender v. Congregational Homes, Inc.*, Los Angeles, Case No. 21STCV29229), (iv) the dates of your employment with Defendant, (v) the basis for each objection in clear and concise terms, (vi) the full name, address, and telephone number of your legal representative, if applicable, (vii) any documents upon which the objection is based, (viii) whether you or your legal representative, if applicable, intends to appear at the Final Approval Hearing, and (ix) your signature. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2023.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class and the PAGA Group?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members and PAGA Group Members:

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Brian St. John
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class and the PAGA Group be paid?

All payments for Class Counsel's attorneys' fees and litigation expenses will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to Thirty-Five percent (35%) of the Maximum Settlement Amount (currently estimated to be Six Hundred and Fourteen Thousand, One Hundred and Eighty Dollars and Zero Cents (\$614,180.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Twenty-Five Thousand Dollars (\$25,000.00). Class Counsel has been prosecuting

this Action on behalf of Plaintiff, the Settlement Class, and PAGA Group on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on _____, 2023, at _____ a.m., in Department 10 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012, before the Honorable William F. Highberger. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation expenses, the Class Representative Enhancement Payment, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your legal representative may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendant or Defendant's treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Pender v. Congregational Homes, Inc.

c/o _____

Telephone: _____

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at _____.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.

EXHIBIT B

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEITH PENDER, individually, and on
behalf of other members of the general public
similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

CONGREGATIONAL HOMES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV29229

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code

§§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004).

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff KEITH PENDER (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

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PARTIES

5. Plaintiff KEITH PENDER is an individual residing in the State of California.

6. Defendant CONGREGATIONAL HOMES, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant CONGREGATIONAL HOMES, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants CONGREGATIONAL HOMES, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant CONGREGATIONAL HOMES, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from August 9, 2017 to final judgment and who reside in California.

(Subclass A.) All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all non-discretionary bonuses or other incentive-based compensation in the calculation of the regular rate of pay for overtime pay purposes.

(Subclass B.) All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

14. Plaintiff reserves the right to establish additional subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

- 1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
2 each class member, with whom he has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no
4 interest that is antagonistic to the other class members. Plaintiff's
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;
- 26 b. Whether Defendants had a corporate policy and practice of failing to pay
27 their hourly-paid or non-exempt employees within the State of California
28 for all hours worked and missed (short, late, interrupted, and/or missed

altogether) meal periods and rest breaks in violation of California law;
Whether Defendants required Plaintiff and the other class members to
work over eight (8) hours per day, over forty (40) hours per week, and/or
over six (6) consecutive days per workweek and failed to pay the legally
required overtime compensation to Plaintiff and the other class members;

c. Whether Defendants deprived Plaintiff and the other class members of
meal and/or rest periods or required Plaintiff and the other class
members to work during meal and/or rest periods without compensation;

d. Whether Defendants failed to properly calculate the regular rate of pay,
including, *inter alia*, by failing to include earned commissions, non-
discretionary bonuses, monetary and non-monetary incentives, non-
discretionary production and/or performance pay, and/or shift
differentials in the calculation of the regular rate of pay used to calculate
the overtime rate of payment of overtime wages and/or the premium rate
for meal and/or rest premiums where Plaintiff and the other class
members earned commissions, non-discretionary bonuses, monetary and
non-monetary incentives, non-discretionary production and/or
performance pay, and/or shift differentials and overtime wages or meal
and/or rest premiums in the same pay period;

e. Whether Defendants failed to pay minimum wages to Plaintiff and the
other class members for all hours worked;

f. Whether Defendants failed to pay all wages due to Plaintiff and the other
class members within the required time upon their discharge or
resignation;

g. Whether Defendants failed to timely pay all wages due to Plaintiff and
the other class members during their employment;

h. Whether Defendants complied with wage reporting as required by the
California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of

Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee's Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On August 31, 2021, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, have been satisfied.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately January 2018 to approximately February 2018 and from approximately May 2018 to approximately October 2019, in the State of California, County of Los Angeles.

25. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

28. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

29. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

30. Plaintiff and the other class members worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed, short, late, and/or interrupted meal periods and rest breaks in violation of California law.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime

1 compensation for all overtime hours worked. The deficiencies include, inter alia, requiring
2 Plaintiff and the other class members to perform work overtime off-the-clock.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide Plaintiff and the other class members all required rest and meal periods during
5 the relevant time period as required under the Industrial Welfare Commission Wage Orders
6 and thus they are entitled to any and all applicable premium wages. Defendants' failure
7 included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely,
8 uninterrupted thirty (30) minute meal periods to Plaintiff and the other class members. Plaintiff
9 and the other class members were required to perform work during meal periods and rest
10 periods. Plaintiff and the other class members were also required to remain on premises during
11 rest periods.

12 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control
14 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other
15 class members a reasonable opportunity to take, and impeded or discouraged them from taking
16 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
17 for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted
18 meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

19 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
22 member's regular rate of pay when a meal period was missed, and they did not receive all meal
23 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
24 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

25 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to receive
27 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
28 member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and

1 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and
2 the other class members' regular rate of pay when a rest period was missed, short, late, and/or
3 interrupted.

4 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 at least minimum wages for compensation and that they were not receiving at least minimum
7 wages for all hours worked.

8 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
11 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
12 such wages owed to them at the time of their discharge or resignation.

13 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 all wages owed to them during their employment. Plaintiff and the other class members did
16 not receive payment of all wages, including overtime and minimum wages and meal and rest
17 period premiums, within any time permissible under California Labor Code section 204.

18 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 complete and accurate wage statements in accordance with California law, but, in fact, they did
21 not receive complete and accurate wage statements from Defendants. The deficiencies
22 included, *inter alia*, the failure to include the actual number of hours worked by Plaintiff and
23 the other class members, including work to be performed off-the-clock.

24 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Defendants had to keep complete and accurate payroll records
26 for Plaintiff and the other class members in accordance with California law, but, in fact, did
27 not keep complete and accurate payroll records.

28 ///

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to reimbursement for necessary business-related expenses.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

44. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members did not receive overtime compensation at one-and-one-half the regular rate of pay for all hours spent performing job duties in excess of eight (8) hours per day and/or forty (40) hours per week and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

45. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

46. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

47. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

48. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

49. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

50. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

58. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

59. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

60. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

61. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

62. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

64. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

66. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

67. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (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.

68. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

69. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

70. During the relevant time period, Plaintiff and the other class members' meal periods were missed, shortened, late, and/or were interrupted because Defendants required them to perform and complete work duties, even when it resulted in missed, shortened, late, or interrupted meal periods. Defendants interrupted Plaintiff and the other class members during purported meal periods with business-related inquires, instructions for tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

71. As a result, Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

72. As a result, during the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

73. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

74. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members'

1 employment by Defendants.

2 78. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any rest period mandated by an applicable
4 order of the California IWC.

5 79. At all relevant times, the applicable IWC Wage Order provides that “[e]very
6 employer shall authorize and permit all employees to take rest periods, which insofar as
7 practicable shall be in the middle of each work period” and that the “rest period time shall be
8 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
9 hours or major fraction thereof” unless the total daily work time is less than three and one-half
10 (3 ½) hours.

11 80. During the relevant time period, Defendants required Plaintiff and other class
12 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
13 rest period per each four (4) hour period worked.

14 81. During the relevant time period, Defendants willfully required Plaintiff and the
15 other class members to work during rest periods and failed to pay Plaintiff and the other class
16 members the full rest period premium for work performed during rest periods.

17 82. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members the full rest period premium due pursuant to California Labor Code section
19 226.7.

20 83. Defendants’ conduct violates applicable IWC Wage Orders and California
21 Labor Code section 226.7.

22 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
23 226.7, Plaintiff and the other class members are entitled to recover from Defendants one
24 additional hour of pay at the employees’ regular hourly rate of compensation for each work
25 day that the rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties.

88. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

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

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

93. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, overtime compensation, and/or for meal and rest period premium payments.

94. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

95. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

96. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

101. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

102. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a 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.

105. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

106. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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108. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

109. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

112. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

113. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-

protected rights.

114. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

117. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

118. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

119. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure section 1021.5.

6 122. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code section 17200, et seq.

9 123. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiff and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
14 employees, including Plaintiff and the other class members, to work through their meal and
15 rest periods without paying them proper compensation violate California Labor Code sections
16 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
17 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
18 practices of failing to timely pay wages to Plaintiff and the other class members violate
19 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
20 Code sections 226(a), 1174(d), 2800 and 2802.

21 124. As a result of the herein described violations of California law, Defendants
22 unlawfully gained an unfair advantage over other businesses.

23 125. Plaintiff and the other class members have been personally injured by
24 Defendants' unlawful business acts and practices as alleged herein, including but not
25 necessarily limited to the loss of money and/or property.

26 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
27 Plaintiff and the other class members are entitled to restitution of the wages withheld and
28 retained by Defendants during a period that commences four years preceding the filing of this

Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against CONGREGATIONAL HOMES, INC. and DOES 1 through 100)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

129. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

130. Plaintiff and the other hourly-paid or non-exempt employees, are "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 was committed against them.

Failure to Pay Overtime

131. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

132. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above,

1 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7
2 and 512(a).

3 **Failure to Provide Rest Periods**

4 133. Defendants' failure to provide legally required rest periods in violation of the
5 Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful
6 and/or unfair activity prohibited by California Labor Code section 226.7.

7 **Failure to Pay Minimum Wages**

8 134. Defendants' failure to pay minimum wages in violation of the Wage Orders and
9 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
10 and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

11 **Failure to Timely Pay Wages Upon Termination**

12 135. Defendants' failure to timely pay wages upon termination in violation of
13 California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or
14 unfair activity prohibited by California Labor Code sections 201 and 202.

15 **Failure to Timely Pay Wages During Employment**

16 136. Defendants' failure to timely pay wages during employment in violation of
17 California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair
18 activity prohibited by California Labor Code section 204.

19 **Failure to Provide Compliant Wage Statements**

20 137. Defendants' failure to provide compliant wage statements in violation of
21 California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair
22 activity prohibited by California Labor Code section 226(a).

23 **Failure to Keep Complete or Accurate Payroll Records**

24 138. Defendants' failure to keep complete or accurate payroll records in violation of
25 California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair
26 activity prohibited by California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business Expenses

139. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

140. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

141. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor

1 and Workforce Development Agency for the enforcement of labor laws and education of
2 employers and employees about their rights and responsibilities and twenty-five percent (25%)
3 to the aggrieved employees.

4 142. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
5 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
6 statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually, and on behalf of other members of the general public similarly
9 situated, requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
12 public similarly situated, and on behalf of other aggrieved employees pursuant to the
13 California Private Attorneys General Act, prays for relief and judgment against Defendants,
14 jointly and severally, as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action with respect to the first ten causes
17 of action;
- 18 2. That Plaintiff be appointed as the representative of the Class;
- 19 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail and telephone numbers) of all class
22 members.

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

- 24 5. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
26 all overtime wages due to Plaintiff and the other class members;

- 27 6. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

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for Plaintiff and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 11, 2023

LAWYERS for JUSTICE, PC

By: _____



Edwin Aiwazian
Brian J. St. John
Attorneys for Plaintiff