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8 (additional counsel listed on the next page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 KORY MAIDEN, as aggrieved employee
13 pursuant to the Private Attorneys General Act
14 (“PAGA”), on behalf of the state of California
and other non-party Aggrieved Employees,
15 Plaintiff,

16 v.

17 AMIRIAN MANAGEMENT COMPANY, a
18 California corporation; PCL VENTURES
LLC, a California limited liability company;
19 14777 BEAR VALLEY ROAD LLC, a
California limited liability company; 198 E.
20 REDLANDS BLVD. LLC, a California
limited liability company; 498 EAST 4TH ST.
21 LLC, a California limited liability company;
22 899 N LAKE AVE LLC, a California limited
liability company; and DOES 1 through 10,
23 inclusive,

24 Defendants.
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27
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Case No. 23STCV11444

Assigned for All Purposes to:
Hon. Laura Seigle
Dept.: 17

**DECLARATION OF NIKKI TRENNER IN
SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Date: 2025
Time:
Dept.: SSC-17

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7 Attorneys for Plaintiff RYSHANIQUE QUITANAE MAE WASHINGTON
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1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal PC, counsel of record for plaintiff Ryshanique Quitanae Mae Washington . I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' PAGA Settlement Agreement (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a redline of the Settlement Agreement reflecting all changes made from the LASC model agreement. Attached hereto as Exhibit 3 true and correct copy of the proposed notice letter to the Aggrieved Employees. Attached hereto as Exhibit 4 is a true and correct copy of Plaintiff Washington's PAGA notice letter and proof of submission. Attached hereto as Exhibit 5 is a true and correct copy of proof of submission of the complaint to the LWDA. Attached hereto as Exhibit 6 is proof of submission of the proposed settlement to the LWDA.

3. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or classes.

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4. Defendant Amirian is a hospitality business operating at least 40 Popeye’s Louisiana Chicken restaurants in California. Plaintiff Maiden was employed by Defendants as a non-exempt cook at Defendants’ Perris location from August 19, 2021 to May 21, 2022. Plaintiff Washington was employed by Defendants as a non-exempt crew member and cashier at Defendants’ Los Angeles location from February 6, 2022 through June 22, 2022.

5. After notice to Defendants and the LWDA, and exhausting administrative remedies, on May 19, 2023, Plaintiff Kory Maiden commenced this Action by filing a PAGA-only complaint for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; and (6) failure to reimburse business expenses.

1 6. Plaintiff Washington filed a class action complaint against Defendant Amirian
2 Management Company on March 29, 2023, and filed a First Amended Complaint adding a cause
3 of action under the PAGA on June 15, 2023. She alleged the (1) failure to pay minimum wages;
4 (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods;
5 (5) failure to provide accurate wage statements; (6) employment records upon written request; (9)
6 failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to
7 provide paid sick leave; and (12) unlawful employment agreements. Plaintiff Washington
8 subsequently dismissed her class claims and allegations.

9 7. Thereafter, the Parties engaged in several meet and confer discussions and
10 ultimately agreed to a global mediation. The Parties further agreed to an informal exchange of
11 documents and information before the mediation. Through this informal discovery, Defendants
12 provided Plaintiffs with information including, inter alia, Plaintiffs' personnel files, the number of
13 potential Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records
14 for a sampling of the Aggrieved Employees, and relevant policy documents regarding
15 Defendants' time keeping and reporting policies, among other pertinent materials.

16 8. In May 2024 the Parties mediated the case with Todd Smith, Esq., a respected
17 employment litigator and neutral with extensive class action/wage and hour experience. Before
18 and during the mediation, Plaintiffs and counsel analyzed, researched, and investigated the
19 potential issues, including matters related to the calculation of damages, trial, and appellate issues
20 and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiffs' ability to
21 proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiffs' claims
22 and Defendants' defenses, and the Parties' data analyses and conclusions based on data provided
23 by Defendants. With the mediator's assistance, the Parties were able to reach agreement on all
24 major issues and subsequently formalized their tentative settlement in the Settlement Agreement
25 now before the Court for approval.

26 9. Plaintiff Maidan also filed a First Amended Complaint adding Plaintiff
27 Washington as party-plaintiffs, and Washington dismissed her separate action. The First
28 Amended Complaint is the operative complaint for purposes of settlement.

1 /////

2 **SUMMARY OF SETTLEMENT TERMS**

3 10. Under the settlement, Defendants will pay a non-reversionary settlement amount
4 of \$350,000 (the “Gross Settlement Amount” or “GSA”). The GSA is inclusive all payments to
5 the LWDA and Aggrieved Employees, modest service awards to Plaintiffs, costs of settlement
6 administration (estimated at no more than \$11,500.00), and reasonable attorney’s fees and costs
7 (Plaintiff’s counsel requests 1/3 of the GSA (\$116,666.67) in fees and costs of \$19,843.49.
8 Plaintiffs request service awards of \$10,000 each (\$20,000 total) for their service as the named
9 PAGA plaintiffs). After payment of settlement administration costs, the service award, and
10 reasonable attorney’s fees and costs from the GSA, Plaintiffs presently estimate about
11 \$168,010.16 will remain (the “Net Settlement Amount” or “NSA”). Seventy-five percent of the
12 NSA (about \$126,007.62) will go to the LWDA, and the remaining 25% (about \$42,002.54) will
13 be distributed to the Aggrieved Employees in proportion to the total number of Pay Periods each
14 individual worked during the PAGA Period, I estimate the average award at about \$23.33 per
15 individual.

16 11. The Parties propose using Apex Class Action, LLC as the Settlement
17 Administrator. Apex has extensive experience administering PAGA settlements, and has agreed
18 to cap its fees at \$11,500. Defendants will fund the GSA within 14 days of the Effective Date.
19 Within 14 days of funding, Apex will mail a Notice and settlement check to all Aggrieved
20 Employees via First-Class U.S. Mail, using the most current, known mailing addresses identified
21 in Defendants’ records. Aggrieved Employees need not submit claim forms and will
22 automatically receive a Notice and settlement check. Settlement checks will be negotiable for 180
23 days, after which any unclaimed residual funds will be forwarded to the California State
24 Controller’s Unclaimed Property Fund.

25 12. The California Supreme Court has explained that a judgment in “a representative
26 action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of
27 2004 ... is binding not only on the named employee plaintiff but also on government agencies and
28 any aggrieved employee not a party to the proceeding.” Arias v. Superior Court (2009) 46 Cal.4th

1 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only civil
2 penalty claims brought under PAGA. Under Arias, the order the Parties request the Court enter is
3 intended to be “binding not only on the named employee plaintiff but also on government
4 agencies and any aggrieved employee not a party to the proceeding.” The Settlement Agreement
5 protects the rights of the Aggrieved Employees to bring their own individual claims should they
6 wish. For these reasons, the Parties contend the release narrowly applies only to the PAGA claims
7 alleged, and the Settlement Agreement specifically provides the PAGA Release is inapplicable to
8 any claims other than those brought under PAGA.

9 **THE SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE,**
10 **FURTHERSTHE PURPOSES UNDERLYING PAGA, AND WARRANTS**
11 **APPROVAL**

12 13. Plaintiffs contend Defendants violated the Labor Code in multiple respects. First,
13 they contend Defendants failed to pay wages for all hours worked, and more specifically that
14 employees performed “off the clock” work, and had to work while purportedly clocked out for
15 meal periods. Per Plaintiffs, even though employees were ordered to work while clocked out for a
16 lunch break, Defendants would not allow employees to clock in early from their meal periods so that
17 they could be paid for the work performed during this time.

18 14. Plaintiffs also contend Defendants committed meal and rest break violations by
19 among other things requiring employees to remain on the premises and perform work off the
20 clock during meal periods, and failing to pay premium payments for missed, late, and/or short
21 meal periods. Plaintiffs similarly contend that Amirian’s break policies unduly restricted
22 employees’ use of their break time by, inter alia, prohibiting use of social media and other
23 personal actions that resulted in employees not being fully relieved of all employer control while
24 on a break. Plaintiffs alleged rest breaks were further non-compliant because Defendants again
25 required employees to remain on the premises and work through rest periods and further that rest
26 periods did last a net ten minutes.

27 15. On the expense reimbursement claim, Plaintiffs allege employees had pay the
28 costs of laundering and maintaining their work uniforms. They also allege Defendants’ supervisor
call and text employees on their personal phones for business purposes, but Defendants do not

1 pay a portion of their cell phone bills.

2 16. Finally, Plaintiffs also bring claims derivative of the foregoing claims, including a
3 derivative wage statement claim based on the failure to pay all wages due, and failure to timely
4 pay all wages due on separation of employment under Labor Code §§ 201-203.

5 17. For mediation, Defendants indicated they employed approximately 1,800 non-
6 exempt employees (including about 1,275 former employees) in California during the relevant
7 time frame, and these individuals collectively worked approximately 26,000 pay periods during
8 that time. Based on the data provided by Defendants, and with a 100% violation rate on all
9 claims, Plaintiffs estimated Defendants' maximum PAGA exposure at approximately
10 \$13,127,500 in civil penalties, including approximately \$2,600,000 on the unpaid wage/off the
11 clock claims, about \$2,600,000 on the meal break claims, about \$2,600,000 on the rest break
12 claims, about \$2,600,000 on the expense reimbursement claims, about \$2,600,000 on the wage
13 statement claims, and about \$127,500 in civil penalties for failing to timely pay wages on
14 separation of employment.

15 18. We calculated these amounts as follows:

16 **Unpaid Wages/Off the Clock**

17 $26,000 \text{ pay periods} * 100\% \text{ violation rate} * \$100/\text{violation} = \$2,600,000$

18 **Meal Period Violations**

19 $26,000 \text{ pay periods} * 100\% \text{ violation rate} * \$100/\text{violation} = \$2,600,000$

20 **Rest Period Violations**

21 $26,000 \text{ pay periods} * 100\% \text{ violation rate} * \$100/\text{violation} = \$2,600,000$

22 **Expense Reimbursement**

23 $26,000 \text{ pay periods} * 100\% \text{ violation rate} * \$100/\text{violation} = \$2,600,000$

24 **Wage Statement Violations**

25 $26,000 \text{ pay periods} * 100\% \text{ violation rate} * \$100/\text{violation} = \$2,600,000$

26 **Waiting Time Penalties**

27 $1,275 \text{ former employees} * 1 \text{ violation/employee} * \$100/\text{violation} = \$127,500$

28 19. In response to Plaintiffs' unpaid wage/off the clock claim, Amirian argued its

1 time keeping policies are entirely consistent with California law and did not deprive class
2 members of compensable hours worked. Per Defendants their policies strictly prohibited any
3 “off the clock” work and to the extent any such off the clock occurred, whether during a meal
4 break or otherwise, it was aberrational and intermittent, and done without the employer’s
5 knowledge or consent.

6 20. On the meal and rest break claims, Defendants emphasized its written policies are
7 compliant and that it authorized and permitted employees to take all required breaks and thus met
8 its obligations under the law. Defendants also noted they provided employees with 35 minute
9 lunch breaks to ensure they received a full 30 minute break, if not more. Defendants further
10 argued its records accurately reflect that employees took timely and compliant meal breaks.
11 Defendants also noted that, in light of these compliant policies, whether an employee missed a
12 meal period, received a late meal period, or missed a rest break would have been aberrational and
13 against company policy. Thus, per Defendants, these issues are not amenable representative
14 treatment since their resolution would require individualized inquiries as to why a break was
15 missed or non-compliant.

16 21. On the expense reimbursement claim, Defendants argued there would be no
17 conceivable need for employees to use their phones for work purposes and that their policies
18 prohibited use of personal phones while clocked in and on duty. Thus, per Defendants, any use of
19 employee phones while working was against company policy and, to the extent it occurred, was
20 purely for personal convenience and therefore not reimbursable as a “reasonable and necessary”
21 business expense. Defendants likewise contended that if employees laundered their own uniforms
22 it also was a matter of personal preference and not a “necessary” business expense compensable
23 under Labor Code § 2802.

24 22. On the alleged violations of Labor Code § 226 (wage statement violations) and §§
25 201-203 (waiting time penalties), Defendants argued the wage statements complied with Section
26 226 and provided all required information. As far as the derivative claims, they will rise or fall
27 along with the primary unpaid wage claims, in addition to being subject to “good faith” and other
28 defenses available to Defendants. Accordingly, Plaintiff discounted these claims significantly in

light of these multiple potential defenses. Defendants also contended a substantial discount should be applied to the civil penalties for these derivative (i.e., “stacked”) violations, as it would be unfair to penalize Defendants multiple times for the same violation.

23. Defendants also emphasized PAGA gives the Court wide latitude to reduce the amount of civil penalties “based on the facts and circumstances of a particular case” if “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” I am aware of several state and federal courts in California that have applied significant reductions to PAGA civil penalties even after plaintiffs prevailed on the merits, and we accounted for this possibility in evaluating the proposed settlement.

24. Defendants raised various and multi-layered defenses to each of Plaintiffs’ claims, anyone of which, if successful, could have derailed Plaintiffs’ case and Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with litigation, and it could have taken years to realize any recovery in this action along with the possibility of post-trial appeals. In addition to its merits defenses and arguing trial would be unmanageable, Defendants also intended to raise additional defenses on damages, including the proper measure of civil penalties and the appropriate discount to place on any assessment of such penalties.

25. Although Plaintiffs, co-counsel and I believe we could have prevailed, there was no such guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored into the equation, the settlement value is reasonable and supported. Of course, to recover anywhere near the maximum penalties Plaintiffs would have to shoot the moon and win both liability and maximum penalties on all claims as to each and every pay period at issue, which outcome, for the reasons discussed, is unlikely. Given Defendants’ various procedural and merits defenses, as well as the substantial penalty reductions ordered in the cases above – which occurred after trial – the proposed settlement is reasonable.

SUBMISSION TO THE LWDA

26. My office timely served the LWDA with the Settlement Agreement and this Motion, and notified the LWDA of this approval hearing. Accordingly, the LWDA will be able to

weigh in as necessary and, importantly, many courts find it persuasive of approval if the LWDA ultimately declines to offer any comment or objection to a proposed PAGA settlement.

PLAINTIFFS' ENHANCEMENTS ARE REASONABLE

27. Pursuant to the Settlement Agreement, Plaintiffs each seek an incentive award of \$10,000 (\$20,000 total). These requests are reasonable given Plaintiffs' efforts in the litigation the risks each undertook on behalf of the Aggrieved Employees. Additionally, by contacting and retaining counsel to pursue these claims, Plaintiffs made this settlement possible for the other Aggrieved Employees and the LWDA, while shouldering the risk of being liable for Defendants' litigation costs if unsuccessful. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing Plaintiffs at risk of discrimination by future prospective employers. Among taking many other actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual information to counsel, participated in numerous phone calls and meetings with counsel to discuss the case, pursued their individual arbitrations, and in general kept up to speed and informed on the case's progress. The incentive payments to Plaintiffs are appropriate and justified as part of the Settlement.

THE REQUESTED FEES AND COSTS ARE FAIR AND REASONABLE

28. Under the terms of the Settlement Agreement, I respectfully request an award of attorney's fees to Crosner Legal and Capstone Law equal to 1/3 of the total settlement amount, or \$116,666.67. A one-third common fund attorney fee award is consistent with what courts have awarded Plaintiff's counsel in other representative actions. Awarding attorney's fees of one-third of a gross settlement amount is favored by California courts when a fund established for the common benefit of others is involved, such as here. The two firms will split any fees awarded by the Court 50/50, and both clients have been informed of the proposed fee split and have consented thereto in writing.

29. There are several additional factors why I believe that the Court should award one-third of the common fund as a reasonable attorney's fee. First, our efforts along with co-counsel resulted in a common fund settlement amount of \$350,000.00, which for the reasons explained, is

1 fair and reasonable in light of the risks/defenses Defendants raised in litigation and threatened to
2 raise at trial and in post-trial appeals. Further, this is a significant sum that furthers the purposes
3 underlying PAGA such as augmenting the state's enforcement capabilities, encouraging
4 compliance with Labor Code provisions, and deterring future non-compliance. Moreover, this
5 result was achieved by the work and success of this office and our co-counsel, who negotiated the
6 settlement after extensive preparation, informal discovery, and an adversarial mediation.

7 30. Second, Plaintiffs faced significant risks going forward with the litigation. As
8 discussed above, Defendants raised various defenses to their claims, anyone of which, if
9 successful, could have decimated Plaintiff's case. Plaintiff faced risky legal issues going forward
10 with this litigation, and it would have taken several more years to realize any recovery in this
11 action along with the possibility of post-trial appeals,

12 31. Third, we are experienced class and representative action litigators, and have
13 achieved several approved PAGA settlements. This experience and expertise, combined with the
14 high quality of work performed, resulted in the settlement achieved in this case.

15 32. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
16 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal
17 in 2020 and am currently employed as a senior associate in the wage and hour department. I
18 have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I
19 routinely write and oppose motions, draft complaints, appear before the Court at law and
20 motion and settlement hearings, engage in the discovery process, including drafting Belaire-
21 West notices and meet and confer letters. I have obtained class certification in the following
22 matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No.
23 BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the
24 following court-approved class action and/or representative PAGA settlements: *Michael*
25 *Campbell, et al. v. Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court
26 Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior
27 Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*,
28 Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra*

1 *Aluminum Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856;
2 *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No.
3 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court
4 Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*,
5 Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro*
6 *Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior Court Case No.
7 RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los Angeles
8 County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*,
9 Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja*
10 *Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court
11 Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency,*
12 *Inc. dba AppleOne Corporation Services, et al.*, Central District Court of California, Eastern
13 Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential,*
14 *LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v.*
15 *Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court Case No.
16 RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles
17 County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association,*
18 *LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554;
19 *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No.
20 BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County
21 Superior Court Case No. 21CV0001.

22 33. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
23 some 15 years of experience as a practicing attorney, all of which have focused on litigation of
24 employment, labor law, consumer, and class action claims. Following graduation, he
25 immediately began working for a nationally recognized plaintiff's complex litigation firm,
26 CaseyGerry, where he had the fortune of working directly with past presidents of the consumer
27 attorneys and recipients of trial attorneys of the year awards. He also worked for former
28 CAALA and CLAY trial attorney of the year recipient, attorney Conal Doyle, as his sole

1 associate attorney. During his tenure at these firms, he focused on advocating for the rights of
2 consumers and employees in class action litigation, civil rights and employment litigation,
3 catastrophic injuries, insurance bad faith and appellate litigation.

4 34. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its
5 inception has focused almost exclusively on wage and hour class actions and other labor and
6 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his
7 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner
8 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty
9 (50) wage and hour class actions and/or PAGA representative actions in both federal and state
10 courts throughout California.

11 35. Mr. Crosner currently is an executive board member of the Wage and Hour
12 Committee and the Legislative Committee for the California Employment Lawyers Association;
13 a member of the Grassroots Advocacy Team for the National Employment Lawyers
14 Association; Wage and Hour Committee member and Class Action Committee member for the
15 National Trial Lawyers; a member of the American Association for Justice; and member of the
16 Pound Civil Justice Institute. He was selected for 2018-20 by Super Lawyers as a “Southern
17 California Rising Star” for employment and labor law.

18 36. Jamie Serb is a partner with Crosner Legal and head of the firm’s Wage & Hour
19 practice group. She graduated from the University of California, San Diego in 2004 and
20 graduated from California Western School of Law in 2013, and has been a member of the
21 California Bar since 2013. She gained extensive experience in wage and hour litigation,
22 beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley
23 & Mara Law Firm, APLC; Turley Law Firm, APLC). She has handled wage and hour class
24 actions and PAGA lawsuits for some 10 years and has assisted in obtaining millions of dollars
25 for employees during her years of practice.

26 37. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and
27 her law degree from George Washington University in 2007. She has been affiliated with my
28 firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses

1 almost exclusively on wage and hour class and representative actions. She has spent her entire
2 career representing plaintiffs in employment litigation, including several years as an associate at
3 well-known plaintiff's firm Carlin & Buchsbaum.

4 38. Kiara Bramasco received her undergraduate degree, magna cum laude, from
5 Loyola Marymount University in Political Science, and then received her JD from Loyola Law
6 School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger,
7 first as a law clerk and then as an associate, where her practice focused on employment law,
8 particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

9 39. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
10 action settlements while serving as lead class counsel in recent years, including but not limited to
11 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
12 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
13 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
14 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
15 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
16 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
17 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
18 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
19 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
20 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
21 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
22 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
23 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
24 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
25 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
26 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
27 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
28 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.

1 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
2 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
3 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
4 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
5 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
6 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
7 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
8 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
9 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
10 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
11 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
12 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
13 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
14 No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19 million dollar wage and hour class
15 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
16 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in
17 *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super
18 Ct.) and a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*,
19 Case No. 23CV025345 (Alameda Cty. Superior Ct).

20 40. Based upon the qualifications and experience set forth above, the following hourly
21 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
22 Crosner \$850/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$750/hour, Kiara Bramasco
23 \$650/hour, and Branden Hamilton \$600/hour.

24 41. I request the Court apply the above hourly billing rates in this case, as it reasonable
25 in the California legal market for attorneys handling wage and hour class and PAGA actions. I
26 have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour
27 class action firms in major California legal markets for partner-level attorneys with experience
28 comparable to mine. These rates have ranged from \$750 to \$900 per hour for calendar years

2018-2023. Some examples include attorney Ron Makarem of Makarem & Associates in Los Angeles, with 28 years of experience, \$900/hour (2023), Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC in Los Angeles with approximately 25 years of experience \$850/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of Crosner Legal PC in Los Angeles, 13 years of experience \$750/hour (2022), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

42. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner, Ms. Serb, and myself, are over \$800/hour. The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.

43. Fourth, our office has been representing Plaintiff Washington (and the State of California) in this matter on a strictly contingent basis and as such, had to forego other financial opportunities to litigate other cases, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. This is not an easy burden for a small firm. If, despite these hardships and risks, the best this office could hope for is merely to be paid our customary hourly rate multiplied by the number of hours worked on the case, then we would not be compensated for the hardships and serious risks it faced litigating this contingency case, and would not be incentivized to take on similar private attorney general cases in the future.

44. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by this office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in Laffitte v. Robert Half Int'l, Inc. (2016) 1 Ca1.5th 480. For all of the above reasons, a common fund fee award here in the amount of one-third of the \$350,000 common fund, or

1 \$116,666.67, is fair and reasonable.

2 45. I have reviewed the work performed on the case and the billing inputted, and the
3 hours worked on this case by Crosner Legal total 195.8 attorney hours. Accordingly, Crosner
4 Legal's lodestar totals approximately \$140,500, exclusive of estimated time for attending the
5 hearing on the approval motion and time to be incurred thereafter to implement and administer
6 the settlement. The aggregated lodestar is summarized in Exhibit 7 hereto. As set forth in the Pike
7 Declaration, our co-counsel's lodestar is \$105,922.50, and the combined lodestar is \$246,422.50.
8 On a lodestar basis, the requested fees are actually less than the unadorned lodestar, and
9 accordingly there is no request to apply a lodestar modifier.

10 46. As noted, the two firms have represented Plaintiffs for some two years with
11 respect to this matter and has expended a significant amount of time and resources in that
12 representation. Crosner Legal firm agreed to litigate this case on a purely contingent basis and in
13 so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and
14 as is the case with these matters in general. Under all relevant factors (as outlined herein and in
15 the accompanying memorandum), I respectfully request the Court award the requested fees of
16 \$116,666.67 based on the common fund theory with a corresponding lodestar cross-check and no
17 lodestar enhancement.

18 47. I also request reimbursement of Crosner Legal's actual out-of-pocket expenses
19 incurred to prosecute this action. These expenses were incidental and necessary to the effective
20 representation of the employees.

21 48. PAGA Counsel's total costs are \$19,843.49, including court filing/service of
22 process fees, mediation fees, expert witness fees, Case Anywhere charges, and postage. Notably,
23 the requested costs do not include any and all printing and research charges. The requested costs
24 are reasonable and uncontested and should be approved and a true and correct itemization of
25 Crosner Legal's costs and expenses incurred is set forth below:

26

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$3,073.80

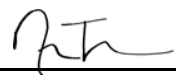
27
28

Mediation Fees	\$4,500.00
Expert Witness Fees	\$2,880.00
Case Anywhere	\$1,132.80
PAGA Filing Fee	\$75.00
Postage	\$91.17
Total Costs and Expenses	\$11,752.77

As set forth in the Pike Declaration, our co-counsel's costs are \$8,090.72. I therefore request the Court approve reimbursement of total costs of \$19,843.49, including \$11,752.77 to Crosner Legal and \$8,090.72 to Capstone Law.

49. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 28, 2025, at Los Angeles, California.


 Declarant

EXHIBIT

1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Kory Maiden and Ryshanique Quitanae Mae Washington (“Plaintiffs”) and Defendant Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendants captioned *Kory Maiden v. Amirian Management Company, et al* (case number 23STCV11444), initiated on May 19, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt employees that worked either directly or via a staffing agency for Defendants at any of its California Popeyes Louisiana Restaurant locations at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defense Counsel” means Lyne Richardson and Steven Mannix of Ogletree, Deakins, Nash, Smoak & Stewart, PC.
- 1.10. “Effective Date” means the date when the Court enters a Judgment on its Order

Approving the PAGA Settlement.

- 1.11. “Gross Settlement Amount” means \$350,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Court’s Approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administration Expenses Payment. 75% of the Net Settlement Amount will be paid to the LWDA as an LWDA PAGA Payment and 25% of the Net Settlement Amount will be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.18. “Operative Complaint” means the First Amended Complaint filed in the Action.
- 1.19. “PAGA Counsel” means Zachary Crosner, Jamie Serb, and Nikki Trenner, and Raul Perez and Bevin Allen Pike of Capstone Law APC, the attorneys representing the Plaintiffs in the Action.
- 1.20. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from March 15, 2022 through the date of approval by the Court.

- 1.23. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees, incurred to prosecute the Action.
- 1.24. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.25. “PAGA Notice(s)” means Plaintiff Kory Maiden’s March 14, 2023 letter and May 18, 2023 Amended letter to Defendants and the LWDA and Plaintiff Ryshanique Quitanae Mae Washington’s March 31, 2023 letter to Defendant Amirian Management Company and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26. “PAGA Representatives” means the named Plaintiffs in the Operative Complaint in the Action.
- 1.27. “PAGA Representative Payments” means the payments to the PAGA Representatives for initiating the Action and providing services in support of the Action.
- 1.28. “Plaintiffs” means Kory Maiden and Ryshanique Quitanae Mae Washington, the named plaintiffs in the Action.
- 1.29. “Released PAGA Claims” means the claims being released by the Plaintiffs and as described in Paragraph 5 below.
- 1.30. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. “Defendants” means named Defendants Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC.

2. RECITALS.

- 2.1. On May 19, 2023, Plaintiff Kory Maiden commenced this Action by filing a Complaint alleging a cause of action for violations of the PAGA against Defendants for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; and (6) failure to reimburse business expenses. Plaintiff Washington filed a class action complaint against Defendant Amirian Management Company on March 29, 2023. Plaintiff Washington filed a First Amended Complaint adding a cause of action under the PAGA on June 15, 2023 alleging (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6)

failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements. Plaintiff Washington subsequently dismissed her class claims and allegations.

- 2.2. Thereafter, Plaintiff Kory Maiden filed a First Amended Complaint adding Plaintiff Ryshanique Quitanae Mae Washington and alleging violation of the PAGA against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 9, 2024, the Parties participated in an all-day mediation presided over by Todd A. Smith of Law Office of Todd A. Smith, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery (1) Plaintiffs’ personnel file, (2) Plaintiffs’ time and payroll records, (3) the employee handbooks in effect during the PAGA Period, (4) Defendants’ additional policies and operating procedures regarding the (a) payment of wages, (b) timekeeping policies (including recording hours), (c) issuance of wage statements, (d) reimbursement of business expenses, and (e) termination wages, and (5) a sampling of the payroll and time records for the aggrieved employees, among other documents.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$350,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: PAGA Representative Payments to Plaintiffs of not more than \$10,000.000 each (in addition to the Individual PAGA Payments the Plaintiffs are entitled to as Aggrieved Employees). Defendants will not oppose Plaintiffs' requests for PAGA Representative Payments that do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for the PAGA Representative Payments. If the Court approves PAGA Representative Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative PAGA Payments.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$116,667.67 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel request approval for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 1,800 Aggrieved Employees who worked a total of approximately 26,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 21 days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payments, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send

them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Notice of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, agree to a general release any and all claims, transactions, primary rights, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiff's employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including, but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, primary right, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for

vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel a draft of the Motion for Court Approval of the PAGA Settlement and a proposed Order Granting Approval of PAGA Settlement. In their Declarations, Plaintiffs and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 16 court days prior to the hearing on the motion. PAGA Counsel is responsible for delivering the Court's Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and

otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are approximately 1,800 Aggrieved Employees who worked approximately 26,000 Pay Periods during the PAGA Period.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendants' representations of the total number of Pay Periods in the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 26,000 by more than five percent (5%), then Defendant, at its option can either choose to, (1) increase the Settlement Sum by \$13.46 per workweek for each additional workweek in excess of 26,300 workweeks (the 5% escalation limit) or (2) cut off the PAGA Period before the total number of workweeks increases above 26,000. Defendant may exercise option (2) so long as it does so before Plaintiff's motion for approval is filed.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel

waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgement. If the reviewing Court vacates, reverses, or modifies the Judgment in any manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representative Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business

day thereafter.

- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Raul Perez
raul.perez@capstonelawyers.com
Bevin Allen Pike
Bevin.AllenPike@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park E, Ste. 1000
Los Angeles, CA 90067

To Defendant:

Lyne Richardson (SBN 143566)
lyne.richardson@ogletree.com
Steven Mannix (SBN 272014)
steven.mannix@ogletree.com
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
19191 S. Vermont Avenue, Suite 950
Torrance, CA 90502

- 10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 4/12/25


Plaintiff KORY MAIDEN

Dated: _____

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: _____

_____ for:
Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR
VALLEY
ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

Dated: April 14, 2025

CROSNER LEGAL, PC
CAPSTONE LAW, APC


Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Raul Perez
Bevin Allen Pike
Attorneys for Plaintiffs

Dated: _____

**OGLETREE DEAKINS NASH SMOAK &
STEWART, PC**

Lyne Richardson
Steven Mannix
Attorneys for Defendants

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____

Plaintiff KORY MAIDEN

Dated: 03 / 02 / 2025

Ryshanique washington

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: _____

for:
Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR
VALLEY
ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

Dated: 03/03/2025

CROSNER LEGAL, PC
CAPSTONE LAW, APC

Nikki Trenner

Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Raul Perez
Bevin Allen Pike
Attorneys for Plaintiffs

Dated: _____

**OGLETREE DEAKINS NASH SMOAK &
STEWART, PC**

Lyne Richardson
Steven Mannix
Attorneys for Defendants

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

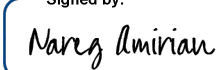
Dated: _____

Plaintiff KORY MAIDEN

Dated: _____

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: 02-Apr-2025

Signed by:


Nareg Amirian

for:

VALLEY

Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR
ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

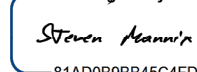
Dated: _____

CROSNER LEGAL, PC
CAPSTONE LAW, APC

Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Raul Perez
Bevin Allen Pike
Attorneys for Plaintiffs

Dated: 03-Apr-2025

**OGLETREE DEAKINS NASH SMOAK &
STEWART, PC**

Signed by:


81AD0B9BB45C4FD...

Lyne Richardson
Steven Mannix
Attorneys for Defendants

EXHIBIT A

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

|

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Kory Maiden, et al. v. Amirian Management Company*, Los Angeles County Superior Court, Case No. 23STCV11444 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiffs Kory Maiden and Ryshanique Quintanae Mae Washington asserted representative claims against Defendants Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC on behalf of all other similarly aggrieved non-exempt employees who worked for Defendants during the period of March 15, 2022 through _____ (the “**Settlement Period**”) at one of their Popeyes Louisiana Restaurant locations in California. Plaintiffs allege claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* based on the alleged (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements.

From the outset of the case, Defendants have denied, and continue to deny, all of Plaintiff’s claims and allegations. Defendants vigorously maintain that they have at all times properly paid their employees all straight-time and overtime wages, paid all earned bonuses, provided compliant duty-free meal periods and rest breaks, reimbursed all incurred business expenses, and complied with all applicable laws. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

What are the terms of the Settlement?

Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Defendants in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

EXHIBIT

2

~~MODEL~~ PAGA SETTLEMENT AGREEMENT¹

This PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff (“Plaintiff”)~~ Plaintiffs Kory Maiden and defendant XYZ (“XYZ”)-Ryshanique Quitanae Mae Washington (“Plaintiffs”) and Defendant Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC (“Defendants”). The Agreement refers to ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the ~~Plaintiff’s~~ Plaintiffs’ PAGA ~~lawsuit~~ lawsuits alleging wage and hour violations against ~~XYZ~~ Defendants captioned Kory Maiden v. Amirian Management Company, et al (case number 23STCV11444), initiated on May 19, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved ~~Employee~~ Employees” means all current and former non-exempt employees that worked either directly or via a staffing agency for XYZ Defendants at any of its California Popeyes Louisiana Restaurant locations at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in ~~XYZ’s~~ Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- ~~1.7.~~ 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- ~~1.7.~~ 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- ~~1.8.~~ 1.9. “Defense Counsel” means Lyne Richardson and Steven Mannix of Ogletree, Deakins, Nash, Smoak & Stewart, PC.
- ~~1.9.~~ 1.10. “Effective Date” means the date ~~by when both of the following have occurred:~~ (a) when the Court enters a Judgment on its Order Approving the PAGA Settlement ~~and~~

~~(b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.~~

~~1.10.1.11.~~ “Gross Settlement Amount” means ~~-\$350,000.00~~ which is the total amount ~~XYZ agrees~~Defendants agree to pay under the Settlement except as provided in Paragraph ~~98~~ below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administrator’s Expenses Payment.

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~~1.11.1.12.~~ “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the ~~PAGA Penalties~~Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

~~1.12.1.13.~~ “Judgment” means the judgment entered by the Court based upon the ~~Final Court’s~~Approval of the Settlement.

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~~1.13.1.14.~~ “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.14.1.15.~~ “LWDA PAGA Payment” means the 75% of the ~~PAGA Penalties~~Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.15.1.16.~~ “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administration Expenses Payment. ~~The remainder is 75% of the Net Settlement Amount will be paid to the LWDA as an LWDA PAGA Payment and 25% of the Net Settlement Amount will~~ be paid to Aggrieved Employees as Individual PAGA Payments.

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~~1.17.~~ “Notice of PAGA Settlement” means ~~the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.~~

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~~1.18.~~ “Operative Complaint” means ~~the First Amended Complaint filed in the Action.~~

~~1.16.1.19.~~ “PAGA Counsel” means Zachary Crosner, Jamie Serb, and Nikki Trenner, and Raul Perez and Bevin Allen Pike of Capstone Law APC, the attorneys representing the ~~Plaintiff~~Plaintiffs in the Action.

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~~1.17.1.20.~~ “~~PAGA Counsel Fees Payment~~” and “~~PAGA Counsel Litigation Expenses Payment~~” ~~mean means the amounts amount~~ allocated to PAGA Counsel for reimbursement of reasonable ~~attorneys’ fees and expenses, respectively,~~ incurred to prosecute the Action.

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~~1.18.1.21.~~ “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendants for at least one day during the PAGA Period.

1.22. “PAGA Period” means the period from March 15, 2022 through the date of approval by the Court.

~~1.19.~~1.23. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees, incurred to prosecute the Action.

~~1.20.~~1.24. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.21.~~1.25. “PAGA Notice”(s)” means Plaintiff Kory Maiden’s March 14, 2023 letter and May 18, 2023 Amended letter to XYZDefendants and the LWDA and Plaintiff Ryshanique Quitanae Mae Washington’s March 31, 2023, letter to XYZDefendant Amirian Management Company, and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.22.~~ “PAGA PenaltiesRepresentatives” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

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~~1.23.~~ 1.26. "Plaintiff" means the named ~~plaintiff~~ Plaintiffs in the Operative Complaint in the Action.

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~~1.24.~~ "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. "PAGA Representative Payments" means the payments to the PAGA Representatives for initiating the Action and providing services in support of the Action.

1.28. "Plaintiffs" means Kory Maiden and Ryshanique Quitanae Mae Washington, the named plaintiffs in the Action.

~~1.25.~~ 1.29. "Released PAGA Claims" means the claims being released by the ~~Plaintiff and PAGA Counsel~~ Plaintiffs and as described in Paragraph 5 below.

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~~1.26.~~ 1.30. "Released Parties" means: ~~XYZ~~ Defendants and each of its former and present directors, officers, shareholders, owners, ~~members~~, attorneys, insurers, predecessors, successors, assigns-, subsidiaries, affiliates.

~~1.27.~~ 1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~1.28.~~ "XYZ" means named Defendant

1.32. "Defendants" means named Defendants Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC.

2. RECITALS.

2.1. On May 19, 2023, Plaintiff Kory Maiden commenced this Action by filing a Complaint alleging a cause of action for violations of the PAGA against Defendants for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; and (6) failure to reimburse business expenses. Plaintiff Washington filed a class action complaint against Defendant Amirian Management Company on March 29, 2023. Plaintiff Washington filed a First Amended Complaint adding a cause of action under the PAGA on June 15, 2023 alleging (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements. Plaintiff Washington subsequently dismissed her class claims and allegations.

~~2.1.~~ 2.2. Thereafter, Plaintiff Kory Maiden filed a First Amended Complaint adding Plaintiff Ryshanique Quitanae Mae Washington and alleging violation of the PAGA against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate

wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2.2.3. Pursuant to Labor Code section 2699.3, subd.(a), ~~Plaintiff~~Plaintiffs gave timely written notice to ~~XYZ~~Defendant and the LWDA by sending the PAGA Notice.

2.4. On May 9, 2024, the Parties participated in an all-day mediation presided over by Todd A. Smith of Law Office of Todd A. Smith, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery (1) Plaintiffs' personnel file, (2) Plaintiffs' time and payroll records, (3) the employee handbooks in effect during the PAGA Period, (4) Defendants' additional policies and operating procedures regarding the (a) payment of wages, (b) timekeeping policies (including recording hours), (c) issuance of wage statements, (d) reimbursement of business expenses, and (e) termination wages, and (5) a sampling of the payroll and time records for the aggrieved employees, among other documents.

2.4.2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 98 below, ~~XYZ promises~~Defendants promise to pay ~~\$350,000.00~~ and no more as the Gross Settlement Amount. ~~XYZ has~~Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph ~~6.14.3~~ of this Agreementⁱⁱⁱ. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ~~Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: PAGA Representative Payments to Plaintiffs of not more than \$10,000.000 each (in addition to the Individual PAGA Payments the Plaintiffs are entitled to as Aggrieved Employees). Defendants will not oppose Plaintiffs' requests for PAGA Representative Payments that do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for the PAGA Representative Payments. If the Court approves PAGA Representative Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative PAGA Payments.

~~3.2.1.3.2.2.~~

To PAGA Counsel: A PAGA Counsel Fees Payment of not more than ~~one-third of the Gross Settlement Amount~~ which is currently estimated to be \$116,667.67 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. ~~Plaintiff~~As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel ~~will file an application or motion request approval~~ for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other ~~Plaintiffs~~Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds ~~XYZ~~Defendant harmless, and indemnifies ~~XYZ~~Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

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~~3.2.2.3~~ 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

~~3.2.3~~ 3.2.4. To the LWDA and Aggrieved Employees: PAGA penalties to be paid from the Gross Settlement Amount, with 75% (~~\$amount~~) allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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~~3.2.3.1~~ 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

~~3.2.3.2~~ 3.2.4.2. If the Court approves PAGA ~~Penalties~~ penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, ~~XYZ~~ estimates ~~Defendants estimate~~ there are approximately 1,800 Aggrieved Employees who worked a total of approximately 26,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within ~~[e.g., 21]~~ days, ~~XYZ~~ Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. ~~XYZ has~~ Defendants have a continuing duty to immediately notify PAGA Counsel if ~~it~~ discovers they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which ~~XYZ~~ Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. ~~XYZ~~ Defendants shall fully fund the Gross

Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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- 4.4. Payments from the Gross Settlement Amount. Within 14 days after XYZ funds Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payments, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Notice of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

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- 4.4.2.4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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- 4.4.3.4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

- 4.4.4.4.4.5. The payment of Individual PAGA Payments shall not obligate XYZ Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when XYZ Defendant fully funds the entire Gross Settlement Amount Plaintiff Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs Plaintiffs' Release. Plaintiff Plaintiffs and his or her their respective former and

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present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, agree to a general release any and discharge Released Parties from all claims, transactions, primary rights, or occurrences [that occurred during the PAGA Period], including, but not limited to: (a) against Released Parties—which will include without limitation any and all claims that were, which in any way relate to Plaintiff’s employment with Defendants, under State or reasonably could have been, alleged, based on the facts contained Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint and or not, including, but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, primary right, or nonoccurrence from the PAGA Notice beginning of time to the date of execution hereof (“Plaintiff’s Release”), Plaintiff’s Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges Plaintiffs acknowledge that Plaintiff Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiff Plaintiffs now knows know or believes believe to be true but agrees agree, nonetheless, that Plaintiff’s Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s Plaintiffs’ discovery of them.

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- 5.1.1 Plaintiff’s Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Plaintiffs’ Release, Plaintiff Plaintiffs expressly waives waive and relinquishes relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

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

5.2 Release by Aggrieved Employees:

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- 5.2 All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA ~~Notice~~ Notices.

5.4 Release by PAGA Counsel:

~~PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.~~

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 ~~Plaintiffs~~Plaintiffs' Responsibilities. ~~Plaintiff~~Plaintiffs will prepare and deliver to Defense Counsel ~~all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft of the Motion for Court Approval of the PAGA Settlement and a proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.~~ In their Declarations, ~~Plaintiff~~Plaintiffs and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 16 court days ~~after~~prior to the ~~full execution of this Agreement and, if necessary, obtaining a prompt hearing date for on~~ the motion ~~and appearing in Court to advocate in favor of the motion.~~ PAGA Counsel is responsible for delivering the Court's Preliminary Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES ~~and~~ AND ESCALATOR CLAUSE

- 8.1 Based on its records, ~~XYZ estimates~~Defendants estimate that, as of the date of this Settlement Agreement, ~~(4)~~ there are approximately 1,800 Aggrieved Employees who worked approximately 26,000 Pay Periods during the PAGA Period.^{iv}

8.2 The Gross Settlement Amount was agreed upon based on Defendants' representations of the total number of Pay Periods in the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 26,000 by more than five percent (5%), then Defendant, at its option can either choose to, (1) increase the Settlement Sum by \$13.46 per workweek for each additional workweek in excess of 26,300 workweeks (the 5% escalation limit) or (2) cut off the PAGA Period before the total number of workweeks increases above 26,000. Defendant may exercise option (2) so long as it does so before Plaintiff's motion for approval is filed.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 9.1—Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not

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include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgement. If the reviewing Court vacates, reverses, or modifies the Judgment in any manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representative Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendants that any of the allegations in the Operative Complaint have merit or that ~~XYZ has~~Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by PlaintiffPlaintiffs that ~~XYZ's~~Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, ~~XYZ reserves~~Defendants reserve all available defenses to the claims in the Action, and Plaintiff reservesPlaintiffs reserve the right to contest ~~XYZ's~~Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by PlaintiffPlaintiffs and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their

best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, PAGA Counsel, ~~XYZ~~Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by XYZ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from XYZ unless, prior to the Administrator's payment of all Settlement Funds, XYZ makes a written request to PAGA Counsel for the return, rather than the destructions, of~~

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Aggrieved Employee Data.

~~10.13~~10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~10.14~~10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~10.15~~10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff~~Plaintiffs~~:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Raul Perez
raul.perez@capstonelawyers.com
Bevin Allen Pike
Bevin.AllenPike@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park E, Ste. 1000
Los Angeles, CA 90067

To XYZ~~Defendant~~:

Lyne Richardson (SBN 143566)
lyne.richardson@ogletree.com
Steven Mannix (SBN 272014)
steven.mannix@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
19191 S. Vermont Avenue, Suite 950

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10.1610.15 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~10.17~~10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

_____For
Dated: _____

Plaintiff _____For XYZ KORY MAIDEN

Counsel For Plaintiff

Counsel For XYZ

ⁱ This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates. Dated: _____

Plaintiff RYSHANIQUE QUITANAE MAE
WASHINGTON

Dated: _____

for:

Defendants AMIRIAN MANAGEMENT
COMPANY, PCL VENTURES LLC, 14777 BEAR

VALLEY

ROAD LLC, 198 E. REDLANDS BLVD., LLC, 498
EAST 4th ST., LLC, and 899 N LAKE AVE LLC

Dated: _____

CROSNER LEGAL, PC
CAPSTONE LAW, APC

Zachary Crosner, Esq.

Jamie Serb, Esq.

Nikki Trenner, Esq.

Raul Perez

Bevin Allen Pike

Attorneys for Plaintiffs

Dated: _____

OGLETREE DEAKINS NASH SMOAK &
STEWART, PC

Lyne Richardson
Steven Mannix
Attorneys for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in Kory Maiden, et al. v. Amirian Management Company, Los Angeles County Superior Court, Case No. 23STCV11444 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiffs Kory Maiden and Ryshanique Quintanae Mae Washington asserted representative claims against Defendants Amirian Management Company, PCL Ventures LLC, 14777 Bear Valley Road LLC, 198 E. Redlands Blvd., LLC, 498 East 4th St., LLC, and 899 N Lake Ave LLC on behalf of all other similarly aggrieved non-exempt employees who worked for Defendants during the period of March 15, 2022 through _____ (the “**Settlement Period**”) at one of their Popeyes Louisiana Restaurant locations in California. Plaintiffs allege claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* based on the alleged (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses; (7) failure to keep accurate records; (8) failure to produce employment records upon written request; (9) failure to provide suitable resting facilities; (10) failure to provide suitable seating; (11) failure to provide paid sick leave; and (12) unlawful employment agreements.

From the outset of the case, Defendants have denied, and continue to deny, all of Plaintiff’s claims and allegations. Defendants vigorously maintain that they have at all times properly paid their employees all straight-time and overtime wages, paid all earned bonuses, provided compliant duty-free meal periods and rest breaks, reimbursed all incurred business expenses, and complied with all applicable laws. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

What are the terms of the Settlement?

Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Defendants in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

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EXHIBIT

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

|

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EXHIBIT

4



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

March 31, 2023

VIA PAGA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

Nareg Amirian
Agent for Service of Process for:
Amirian Management Company
601 E. Glenoaks Blvd Suite 108
Glendale, CA 91207

Amirian Management Company
Attn: Human Resources/ Legal Department
601 E. Glenoaks Blvd Suite 108
Glendale, CA 91207

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency and Amirian Management Company
Date: March 31, 2023
Subject: *Ryshanique Quintanae Mae Washington v. Amirian Management Company*

Introduction

This office represents COMPLAINANT, Ryshanique Quintanae Mae Washington (hereinafter "COMPLAINANT") in connection with COMPLAINANT's claims under the California Labor Code. COMPLAINANT was, at all relevant times herein mentioned, an employee of the following entity and individual managing agents of said entity: Amirian Management Company (hereinafter,

this entity and its managing agents are collectively referred to as “EMPLOYER”). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANT, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed by any one or more of the EMPLOYER entities at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed by any one or more of the EMPLOYER entities at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of COMPLAINANT’s claims against EMPLOYER. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State.

This NOTICE also serves to demonstrate COMPLAINANT’s reasonable attempt at settlement with EMPLOYER. If EMPLOYER is interested in settling this matter before a lawsuit is filed, EMPLOYER may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER is on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT’s claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT’s intent to seek civil penalties against EMPLOYER. Under

Huff v. Securitas Security Services USA, Inc. (2018) 23 Cal.App.5th 745, a PAGA representative has authority to seek penalties for all known violations committed by the employer – regardless of whether the representative experienced all violations personally. *Id.* at 760-761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal. App. 5th 924, 929, an employee may pursue a claim under PAGA even when that employee’s individual claim is time-barred.

COMPLAINANT, on behalf of COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER has violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 245-248.6, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

COMPLAINANT is informed and believes and thereon alleges that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

COMPLAINANT believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANT for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANT to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANT at all relevant times herein, so as to be considered the joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of employer(s) who violated COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

COMPLAINANT intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANT will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANT asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANT also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

General Information

EMPLOYER owns, operates or otherwise manages a hospitality business. EMPLOYER owns, operates and/or otherwise manages facilities, locations and/or restaurants located in California, including but not limited to at least forty (40) facilities, locations and/or restaurants located in California operating under the name Popeyes and/or Popeyes Louisiana Kitchen.. Although EMPLOYER may operate successful companies or have a noble mission, EMPLOYER does not comply with California's labor laws.

COMPLAINANT was employed by EMPLOYER as a non-exempt employee. COMPLAINANT worked for EMPLOYER as a crew member, team member, lead, server, cashier and/or other similar title(s) and/or position(s) from in or around February 2022 through on or around June 22, 2022. COMPLAINANT's job duties included but were not limited to, cooking and prepping food, cleaning duties, quality control (e.g., ensuring proper temperature of foods), operating the cash register, and some accounting duties, among other related job duties/assigned work tasks. COMPLAINANT regularly worked at least six and one half (6 ½) to seven (7) hours per day, at least five (5) to six (6) days per week. EMPLOYER paid COMPLAINANT an hourly rate for time counted by EMPLOYER as hours worked.

Among other things, EMPLOYER (1) failed and continues to fail to keep accurate and complete time records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continues to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continues to fail to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continues to fail to place COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continues to fail to provide legally compliant wage statements to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continues to fail to timely pay wages to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continues to fail to reimburse COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (12) conducted and continues to conduct illegal criminal and/or financial background checks as a condition of COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXPEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (14) failed and continues to fail to provide suitable seating; and (15) required and continues to require COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES. All

applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of EMPLOYER's time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of EMPLOYER's failure to relieve COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, EMPLOYER further failed, and continues to fail, to record the true start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

Based on further information and belief, EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

Additionally, EMPLOYER failed, and continues to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.¹

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer." Section (c) of Labor Code section 226 provides that, "an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction." An employer's failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, EMPLOYER fails to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, COMPLAINANT, through counsel, sent multiple written requests for time, pay and personnel records to EMPLOYER, on or around, including but not limited to, the following dates: December 15, 2022 and January 11, 2023. Yet, EMPLOYER failed to timely produce complete records within the time periods delineated by California labor law. Based on information and belief, EMPLOYER failed and continues to fail to timely produce complete payroll and personnel records when requested by other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject EMPLOYER to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, COMPLAINANT did not sign a valid meal period waiver throughout COMPLAINANT's employment by EMPLOYER.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more, entitling to at least one meal period.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely. For example, during approximately more than half of the shifts COMPLAINANT worked, COMPLAINANT was required to work through her meal period due to lack of relief workers/coverage, the need to operate the cash register, assist

customers and/or complete other work tasks. Other times, COMPLAINANT was required to take her meal period late (ie after the fifth hour of work) due to the need to assist customers, cook/prep food and/or complete other work tasks. Also, EMPLOYER required COMPLAINANT to remain on the worksite premises during purportedly off-duty meal periods, and as such, COMPLAINANT was not relieved of all duties and employer control during her meal periods. COMPLAINANT was not paid meal period premiums for these late, missed and/or otherwise legally noncompliant meal periods.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were required to return to work while clocked out for meal periods due to the need to assist customers, complete orders, cook/prep food and/or complete other work tasks, resulting in EMPLOYER's failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of clocking out NON-EXEMPT AGGRIEVED EMPLOYEES and/or requiring NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for meal periods that were not taken, worked through and/or during which NON-EXEMPT AGGRIEVED EMPLOYEES were not relieved of all duties and employer control, resulting in consistent off-the-clock work and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES, among other violations of the labor code described herein.

Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to EMPLOYER's premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet EMPLOYER's goals and expectations.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during unpaid meal periods. For example, based on information and belief, EMPLOYER required COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to remain onsite/tethered to their workstations during unpaid purportedly off-duty meal periods. As such, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not relieved of all duties and EMPLOYER's control during unpaid, purportedly off-duty meal periods.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to complete off-the-clock work prior to their scheduled shift time which EMPLOYER failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which were free of

EMPLOYER's control owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, per EMPLOYER's uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break.

Based on information and belief, despite EMPLOYER's failure to provide lawful meal periods, EMPLOYER implemented a policy and/or practice of rounding the start and end times of COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to EMPLOYER's premises), despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive lawful meal periods.

Moreover, based on information and belief, EMPLOYER failed to keep accurate records of the true start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, EMPLOYER illegally rounded the start and end times of purported meal periods resulting in COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, EMPLOYER failed to instruct COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES as to the timing and duty-free nature of meal periods. Based on further information and belief, EMPLOYER did not have a compliant written meal break policy, nor did EMPLOYER have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT is further informed and believes and thereon alleges that EMPLOYER had actual and/or constructive knowledge that its time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. EMPLOYER either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary

compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.² EMPLOYER's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp.*,

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Inc., (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to its employees.”).

EMPLOYER did not properly authorize and provide COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, EMPLOYER had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, EMPLOYER did not have a compliant written rest period policy, nor did EMPLOYER have any sort of compliant rest period policy in practice. For example, COMPLAINANT was frequently required to work through her owed rest periods and/or cut them short due to the need to assist customers, cook/prep food and/or complete other work tasks. For example, when the restaurant was busy and/or COMPLAINANT did not have any coverage, COMPLAINANT was unable to take a rest period.

Moreover, EMPLOYER failed to authorize and permit rest periods that were a “net” ten minutes in a suitable rest area and instead, to the extent rest periods were provided at all, limited NON-EXEMPT AGGRIEVED EMPLOYEES to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes of leaving, in violation of California rest period law. EMPLOYER’s failure to communicate that the rest period is a net ten minutes deprived NON-EXEMPT AGGRIEVED EMPLOYEES of their rights to a full rest period, as such as policy only relieves NON-EXEMPT AGGRIEVED EMPLOYEES from their workstation for ten minutes to travel to and from a rest area and be back at the workstation by the end of that ten minutes.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES’ rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, EMPLOYER failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER’s control during rest periods. For example, based on information and belief, EMPLOYER required COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to remain onsite/tethered to their workstations during any rest periods. As such, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not relieved of all duties and EMPLOYER’s control during any rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, EMPLOYER failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. EMPLOYER either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

It is fundamental that an employer must pay its employees for all time worked. California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages. Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 223 prohibits the pay of less than a statutory or contractual wage scale. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Labor Code section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 1197 states the California requirement that employees must be paid at least the minimum

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, "Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period..." The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

EMPLOYER failed to compensate COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of EMPLOYER's automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to EMPLOYER's control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed. For example, as explained above, based on information and belief, EMPLOYER has and continues to have a uniform policy and practice of clocking out NON-EXEMPT AGGRIEVED EMPLOYEES and/or requiring NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for meal periods that were not taken, worked through and/or during which NON-EXEMPT AGGRIEVED EMPLOYEES were not relieved of all duties and employer control, resulting in consistent off-the-clock work and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES, among other violations of the labor code described herein.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to EMPLOYER's policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or messages they received to their phones/mobile devices and were

required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. For example, at times COMPLAINANT was required to respond to work-related calls/messages from her supervisor/manager outside of her scheduled shift times, resulting in consistent off-the-clock work and the underpayment of wages owed to COMPLAINANT.

Based on information and belief, EMPLOYER did not compensate NON-EXEMPT AGGRIEVED EMPLOYEES for time spent donning and doffing personal protective equipment and/or uniforms (e.g., rubber gloves, hairnets, hats, and/or face masks) during meal periods, rest periods, before the start of a scheduled shift, and after completing a scheduled shift. For example, based on information and belief, prior to clocking in to work, NON-EXEMPT AGGRIEVED EMPLOYEES were required to walk to the back room and/or office to bestow any personal items and/or don uniforms and/or protective equipment before clocking in for their shifts.

Additionally, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform other off-the-clock work for which they were not compensated. For example, based on information and belief, at times, EMPLOYER's electronic/computer/POS employee time-keeping system malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES experienced the same issues when clocking out for shifts and/or back in for meal periods. This time spent under EMPLOYER's control was not recorded and not compensated and resulted in unpaid minimum wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES who opened their work locations were required to first unlock the doors, turn on all the lights in the restaurant/facility and/or deactivate the alarm before clocking in for work, resulting in pre-shift off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on further information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES in charge of closing their location(s) were required to first clock out for their shifts before enabling the alarm, turning off all the lights in the facility and/or locking the doors. This resulted in additional off-the-clock post-shift work that was not compensated and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, EMPLOYER requires/required NON-EXEMPT AGGRIEVED EMPLOYEES to travel between EMPLOYER's restaurants, facilities and/or locations without compensating NON-EXEMPT AGGRIEVED EMPLOYEES for the travel time. For example, based on information and belief, due to scheduling issues and/or understaffing, NON-EXEMPT AGGRIEVED EMPLOYEES were at times required after working at their scheduled facility location to cover a shift at another of EMPLOYER's restaurants/facilities/locations but were not compensated for the time spent driving to the second

restaurant/facility, resulting in the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, EMPLOYER failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by EMPLOYER. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on further information and belief, EMPLOYER implemented a time-rounding system that as applied systematically deprived COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by EMPLOYER would almost always, if not always, result in understating actual compensable work time. EMPLOYER's failure to pay for all time worked by virtue of its time-rounding practices resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

EMPLOYER's failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

⁴ See Lab. Code §1197.1(a) (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

Based on information and belief, EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Namely, EMPLOYER's automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to EMPLOYER's premises and/or subject to EMPLOYER's control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, EMPLOYER failed and continues to fail to pay premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, EMPLOYER failed and continues to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, EMPLOYER failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §3(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

⁵ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "in addition to any other civil

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, EMPLOYER failed to provide proper paid sick leave to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, EMPLOYER further failed to provide notice of the correct sick leave amount balance available to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statement.

Based on information and belief, EMPLOYER failed to put NON-EXEMPT AGGRIEVED EMPLOYEE on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, EMPLOYER failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, EMPLOYER failed to provide notice of sick leave amount balance left for COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave. But for this failure, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and COMPLAINANT seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, EMPLOYER failed to maintain records documenting the hours worked and paid sick days accrued and used by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that COMPLAINANT and

penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, EMPLOYER further failed and continues to fail to comply with Labor Code section 246, by failing to provide COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

EMPLOYER unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of EMPLOYER's failure to properly institute a paid sick leave program.

On information and belief, COMPLAINANT alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

COMPLAINANT requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to EMPLOYER's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. COMPLAINANT requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, EMPLOYER violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, EMPLOYER failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

EMPLOYER violated and continues to violate Labor Code section 216 by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not

provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁶

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

As EMPLOYER failed to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements EMPLOYER issued to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

EMPLOYER's wage statements that it provided to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

⁶ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

Based on information and belief, wage statements issued by EMPLOYER failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE or EXEMPT AGGRIEVED EMPLOYEE is being paid.

EMPLOYER's failure to accurately list all hours worked on all wage statements caused confusion to COMPLAINANT and caused and continues to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by EMPLOYER's failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, EMPLOYER has violated California Labor Code § 226 by willfully failing to furnish COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, EMPLOYER also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by EMPLOYER failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

Moreover, based on information and belief, EMPLOYER issued wage statements to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, the wage statements provided to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁷

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by, including but not limited to, failing to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided

⁷ See Lab. Code §226.3 (establishing that the civil penalty is "per employee per violation").

and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute's provisions were violated.

Reporting Time Pay Violations:

Section 5 of all applicable IWC Wage Orders, including, IWC Wage Order No. 5 provides as follows:

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid reporting time wages in accordance with California law, including but not limited to the applicable IWC Wage Order, including but not limited to, IWC Wage Order No. 5. For example, at times, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES reported to work for their scheduled shift but were sent home and/or were not put to work and were not paid their owed reporting time pay wages in accordance with California law.

Based on information and belief, EMPLOYER has a policy and practice of failing to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California law, including but not limited to, the applicable IWC Wage Order, Section 5. EMPLOYER's failure to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continues to violate the applicable Wage Order, including but not limited to IWC Wage Order 5-2001, section 5(A)-(B) and the California Labor Code, including but not limited to section 1198.

Failure to Provide Suitable Resting Facilities: Per Section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

EMPLOYER's restaurants/locations are generally similar in layout and design, and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. EMPLOYER could have provided NON-EXEMPT AGGRIEVED EMPLOYEES with a resting facility within the restaurant with reasonable or no modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. an adequate breakroom). As a result, NON-EXEMPT AGGRIEVED EMPLOYEES were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the restaurant wall.

EMPLOYER did not provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Based on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not allowed to sit in the restaurant during working hours, including but not limited to, during rest periods, nor were they provided with a break room and/or adequate break room. Moreover, EMPLOYER did not inform NON-EXEMPT AGGRIEVED EMPLOYEES of their rights to suitable resting facilities under California law.

EMPLOYER's failure to provide suitable resting facilities to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continues to violate the applicable Wage Order, including but not limited to IWC Wage Order 5-2001, section 13(B) and the California Labor Code, including but not limited to section 1198.

Seating Violations: Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, EMPLOYER failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that NON-EXEMPT AGGRIEVED EMPLOYEES were working. Lastly, based on information and belief, there were periods of time when NON-EXEMPT AGGRIEVED EMPLOYEES were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

EMPLOYER's NON-EXEMPT AGGRIEVED EMPLOYEES worked in various positions, including but not limited to as cashiers and/or other related positions(s) and/or title(s). The nature of COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' work reasonably permitted the use of seats. However, EMPLOYER failed to provide suitable seating in reasonable proximity to NON-EXEMPT AGGRIEVED EMPLOYEES' work areas. For example, EMPLOYER did not provide COMPLAINANT and/or other NON-EXEMPT AGGRIEVED EMPLOYEES working as cashiers and/or related position(s) and/or title(s) with any type of suitable seating. As such, EMPLOYER violated section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting EMPLOYER to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.⁸

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, EMPLOYER's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, reporting time pay, suitable resting facilities, suitable seating, and business expenses, result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

Unlawful Deductions: Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief EMPLOYER made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks, including but not limited to, from paychecks of employees correctly classified as exempt, during the relevant period, including but not limited to deducting costs of uniforms and/or other business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property and/or deducting costs advanced by EMPLOYER from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES' final paychecks. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects EMPLOYER to civil penalties under Labor Code Section 2699.

Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEES and each EXEMPT AGGRIEVED EMPLOYEES, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person

⁸ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Statutory Wage Violations: Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, EMPLOYER willfully and systematically denied COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. EMPLOYER acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, EMPLOYER paid COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee’s final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee’s daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting

time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, EMPLOYER failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, EMPLOYER untimely provides final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates. For example, EMPLOYER did not furnish COMPLAINANT with her final paycheck for at least two (2) days following her termination date, and COMPLAINANT's late final paycheck was devoid of all wages owed to COMPLAINANT, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁹

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. See Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, "for purposes of [section 2802], the term 'necessary expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. See applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for

⁹ (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee").

work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State." *See* Cal. Lab. Code § 2804.

Based on information and belief, COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, EMPLOYER shifted its costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, purchase and/or maintenance of uniforms/work clothing/aprons/shoes/protective and/or safety equipment (e.g., face masks and/or gloves) and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES' and/or EXEMPT AGGRIEVED EMPLOYEES' personal mobile phone and data usage for work related purposes to receive and respond to work related messages and/or phone calls. For example, COMPLAINANT frequently received work-related calls/messages from her supervisor/manager to her personal cell phone/mobile device yet was not reimbursed by EMPLOYER at all for this business use of her personal cell phone/data plan usage.

Based on information and belief, at times, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES to use their personal vehicles for work, such as, but not limited to, for driving between EMPLOYER's restaurants, facilities and/or locations, completing business errands and/or for other business purposes without providing any/full reimbursement to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES for all vehicle-related expenses they incurred in connection therewith, including but not limited to, cost of fuel, mileage, and vehicle wear and tear.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work related purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of EMPLOYER.

As a pattern and practice, EMPLOYER regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out EMPLOYER's orders and/or carrying out the duties assigned by EMPLOYER.

As described herein, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. EMPLOYER's failure to provide COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that "no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law." Based on information and belief, EMPLOYER required COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers of rights and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of, including but not limited to, Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation

of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER violated Labor Code section 432.5.

Based on information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES agree in writing to unlawful provisions as a condition of employment, EMPLOYER violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and

belief, EMPLOYER asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, EMPLOYER violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, EMPLOYER violated Labor Code section 432.5 by requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree, in writing, to an unlawful PAGA waiver, EMPLOYER required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of EMPLOYER within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink, reading "Kiara Bramasco". The signature is written in a cursive, flowing style.

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "prelit@crosnerlegal.com" <prelit@crosnerlegal.com>

Fri, Mar 31, 2023 at 4:22 PM

3/31/2023

LWDA Case No. LWDA-CM-945700-23
Law Firm : Crosner Legal, PC
Plaintiff Name : Ryshanique Quintanae Mae Washington
Employer: Amirian Management Company
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT

5



Mathew Adame <mathew@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>

Wed, May 28, 2025 at 1:57 PM

To: mathew@crosnerlegal.com

05/28/2025 01:57:31 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT

6

EXHIBIT

7

**Ryshanique Quintanae Mae Washington vs Amirian Management Company
(Los Angeles County Superior court Case No. 23STCV06924)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.2	0.0	0.0	2.1	5.8
Pleadings and Law and Motion	3.7	0.0	6.1	7.4	5.2
Discovery and Post-Filing Investigation	4.5	2.6	28.2	0.0	0.0
Court Appearances	0.0	0.0	2.7	0.0	0.0
Case Management; Litigation Strategy & Analysis	7.3	34.6	24.8	0.0	0.0
Mediation and Settlement	8.8	10.1	39.7	0.0	0.0
Total Hours	26.5	47.3	101.5	9.5	11.0
Hourly Rate	\$800	\$750	\$700	\$650	\$600
Lodestar	\$21,200	\$35,475.00	\$71,050.00	\$6,175	\$6,600

Total Hours: 195.8

Total Lodestar: \$140,500.00