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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

Coordination Proceeding Special Title (Rule 3.550)	JCCP No. 5410 [Assigned for all purposes to the Hon. Jill H. Talley, Dept 8A]
PRIDE INDUSTRIES WAGE AND HOUR CASES	**DECLARATION OF ESTHER L. BYLSMA IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**
Coordinated actions: Sturgeon v. Pride Industries	Reservation No.: A-05410-001 Hearing Date: December 4, 2026 Hearing Time: 9:00 a.m. Dept. No.: 8A
Wooten v. Pride Industries	SUPERIOR COURT OF CALIFORNIA COUNTY OF PLACER NO. S-CV-0051712
Allen v. Pride Industries	SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO NO. 23CV001854
	SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO NO. 24CV004368

DECLARATION OF ATTORNEY ESTHER L. BYLSMA

I, Esther L. Bylsma, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a member in good standing of the State Bar of California, I am admitted to the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California. I am a partner at Schneider Wallace Cottrell Kim LLP ("SWCK"). SWCK specializes in class and representative action litigation in state and federal court.

2. I submit this declaration in support of the Motion for Preliminary Approval of Class and PAGA Action Settlement ("Motion") filed by Plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen ("Plaintiffs") in the above-captioned matter ("Action").[1]

3. I am familiar with the file, documents, and history related to this Action. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

4. SWCK is regarded as one of the leading private plaintiffs' firms in wage and hour class actions and employment class actions. In November 2012, the Recorder listed the firm as one of the "top 10 go-to plaintiffs' employment firms in Northern California." The partners and attorneys have litigated major wage and hour class actions, have won several prestigious awards, and sit on important boards and committees in the legal community. SWCK was founded by Todd Schneider in 1993.

5. SWCK has acted or is acting as class counsel in numerous cases. A partial list of cases which have been certified and/or settled as class actions includes: *Macias, et al. v. First Technology Federal Credit Union* (Case No. 21CV375222) (Santa Clara Superior Court, March

[1] The "Settlement" or "Agreement" refers to the Parties' Joint Stipulation of Class Action Settlement and Release, executed on November 9, 2026, and attached as Exhibit A to the Declaration of Max Gavron in Support of Plaintiffs Motion and Motion for Preliminary Approval of Settlement. Unless otherwise indicated, all capitalized terms herein have the same meaning as defined in the Settlement.

12, 2026) (class certification of California classes for wage and hour claims); *Zermeno v. Marriott Int'l, Inc.* (Case No. RG20069869) (Alameda Superior Court, January 6, 2026) (approval of PAGA representative action settlement); *Chavez v. Teasdale Foods, Inc*. (Case No. 21CV-03035) (Merced Superior Court, January 8, 2026) (final approval of California class and subclasses of previously obtained certified wage and hour claims); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles Superior Court, December 4, 2025) (final approval of California class and PAGA action settlement of previously certified California rounding, meal, and wage statement claims); *Ramirez v. Prospect International Airport Services Corporation, et al.* (Case No. 21-CIV-03393) (San Mateo Superior Court, September 4, 2025); *McElroy, et al. v. Georgia-Pacific Corrugated LLC (*Case No. 23CV034158) (Alameda Superior Court, November 25, 2025) (final approval of California class and PAGA representative action settlement); *Kingsley v. IKEA US Retail LLC, et al. (*Case No. 24CV089765) (Alameda Superior Court, October 23, 2025) (final approval of California class and PAGA representative action settlement); ; *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, September 16, 2025) (final approval of settlement of previously certified California subclasses)*; Roberts v. Turning Point Community Programs*, (Case No. 23cv001916) (Sacramento Superior Court, July 7, 2025) (final approval of class and PAGA settlement); *Weaver v. Amentum Services, Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San Diego Superior Court, July 11, 2025) (final approval of California class and PAGA representative action settlement); *Morel v. HNTB Corporation, et al.* (Case No. 3:2022-cv-00408) (United States District Court, Southern District of California, July 7, 2025) (final approval of California class and PAGA representative action settlement); *Tovar v. GC Services Limited Partnership*, (Case No 37-2021-00038640-CU-OE-CTL) (San Diego Superior Court, July 3, 2025) (final approval of Class and PAGA settlement); *Morales, et al. v. Porto's Bakery, Inc., et al.* (Case No. 20STCV34675) (Los Angeles Superior Court, June 25, 2025) (class certification of California class in consolidated matter); *Fleming v. American Retail Services, et al.* (Case No. 37-2021-00007716-CU-OE-NC) (San Diego Superior Court, May 15, 2025) (final approval of class and PAGA representative action); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court, May 13, 2025) (final approval of California class and PAGA

representative action); *Cohen v. Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central District of California, February 12, 2025) (final approval of FLSA collective, California class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class, and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al*. (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective, California class, and PAGA representative action); *Walker v. Nursefinders, LLC, et al*. (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final approval of California class and PAGA representative action settlement); *Bonner v. Providence Health System-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break subclass); *Clavel v. San Diego Sunrise Management Company* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (final approval of California class action settlement); *Randall, et al. v. Integrated Communication Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of California class and PAGA representative action settlement); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, Jan. 22, 2024) (class certification of California classes); *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District of Oklahoma, November 3, 2023) (final approval of Oklahoma class and FLSA collective action settlement for deceptive trade practices, unlawful sale of business opportunities, and wage and hour claims on behalf of independent contractor truck drivers); *Sishi, et al. v. Eskaton Properties Inc., et al.* (Case No. RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of

California class and PAGA representative action settlement); *Wright v. Frontier Management LLC*, Case No. 2:19-cv-01767-JAM-CKD (E.D. Cal., Mar. 13, 2023) (final approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc*., Case No. BC715057 (Los Angeles Super. Ct., Jan. 18, 2023) (final approval of California law wage and hour class action settlement alleging misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC*, Case No. 4:17-cv-00549-GKF-CDL (N.D. Okla., Oct. 31, 2022) (final approval of California and Oklahoma class and FLSA collective action where Plaintiff obtained class certification on behalf of misclassified truck drivers); *Ramirez v. Rite Aid Corp.*, Case No. CV 20-3531-GW-SKx (C.D. Cal., May 19, 2022) (final approval of California class action and PAGA representative action); *Madrigal v. Mission Lakes Country Club, Inc*., Case No. RIC2003428 (Riverside Super. Ct., May 18, 2022) (final approval of California class action and PAGA representative action); *Hazel v. Himagine Solutions, Inc*., Case No. RG20068159 (Alameda Super. Ct., Nov. 2, 2021) (final approval of a California class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine Manor Investors, LLC v. FPI Management, Inc*., Case No. 34-2018-00237315 (Sacramento Super. Ct., Oct. 20, 2021) (final approval of a California class action settlement in action that alleged improper billing for workers compensation charges by an apartment complex management company); *Etcheverry v. Franciscan Health System*, Case No. 3:19-cv-05261-RJB-MAT (W.D. Wash., Oct. 19, 2021) (final approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre v. J&L Cable TV Services, Inc*., Case No. 1:18-cv-11499-MLW (D. Mass., Aug. 31, 2021) (final approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut v. Sprint/United Management Co*., Case No. 19-cv-411-WQH-AHG (S.D. Cal, Aug. 5, 2021) (final approval of hybrid Fair Labor Standards Act and California class action); *Diaz v. TAK Communications CA, Inc*., Case No. RG20064706 (Alameda Super. Ct., July 27, 2021) (final approval of hybrid Fair Labor Standards Act and California class action); *Villafan v. Broadspectrum Downstream Services, Inc*., Case No. 3:18-cv-06741-LB (N.D. Cal. Apr. 9, 2021)

(final approval of class and collective action settlement for failure to pay minimum wages and overtime rates, failure to provide meal and rest breaks, failure to reimburse business expenses, and failure to provide itemized wage statements); *Jones v. Defendants, Inc*., Case No. 3:17-cv-02229-EMC (N.D. Cal., June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957 (Orange Super. Ct., Jan. 31, 2020) (final approval of a class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements, under California law); *Soto v. O.C. Communications, Inc*., Case No. 3:17-cv-00251-VC (N.D. Cal., Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries*, Case No. 34-2017-00223592 (Sacramento Super. Ct.) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Van Liew v. North Star Emergency Services, Inc*., Case No. RG17876878 (Alameda Super. Ct.) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel Corp*., Case No. 16cv302615 (Santa Clara Super. Ct.) (final approval of a class and collective action settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to California record keeping requirements, waiting time penalties, and failure to provide itemized wage statements, under federal and California law); *Harmon v. Diamond Wireless, LLC,* Case No. 34-2012-00118898 (Sacramento Super. Ct.) (final approval of a class action settlement for failure to pay wages free and clear, failure to pay overtime and minimum wages, failure to

provide meal and rest breaks, failure to pay full wages when due, failure to adhere to California record keeping requirements, and failure to provide adequate seating, under California law); *Aguilar v. Hall AG Enterprises, Inc*., Case No. BCV-16-10994-DRL (Kern Super. Ct.) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay minimum and overtime wages, waiting time penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras Group, Inc*., Case No. 3:15-cv-02198-EMC) (N.D. Cal.) (final approval of a class and collective action settlement for failure to compensate for all hours worked, including overtime, under federal and California law); *Jeter-Polk v. Casual Male Store, LLC*, Case No. 5:14-CV-00891 (C.D. Cal.) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide itemized wage statements); *Meza v. S.S. Skikos, Inc.*, Case No. 15-cv-01889-TEH (N.D. Cal.) (final approval of class and collective action settlement for failure to compensate for all hours worked, including overtime, under federal and California law, failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Holmes v. Xpress Global Systems, Inc*., Case No. 34-2015-00180822 (Sacramento Super. Ct.) (final approval of a class action settlement for failure to provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud v. Sprint Nextel Corp*., Case No. 3:13-cv-04357-VC (N.D. Cal.) (final approval of a class and collective action settlement for failure to compensate for all hours worked, including overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Molina v. Railworks Track Systems, Inc*., Case No. BCV-15-10135 (Kern Super. Ct.) (final approval of a class action settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clocker work, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Allen v. County of Monterey*, Case No. 5:13-cv-01659 (N.D. Cal.) (settlement between FLSA Plaintiffs and Defendant to provide relief to affected employees);

Williams v. H&R Block Enterprises, Inc. Case No. RG08366506 (Alameda Super. Ct.) (final approval of class and PAGA action on behalf of seasonal office managers, approving approximately 34% of total funds to attorneys' fees); among many others.

SUMMARY OF THE LITIGATION

A. Factual Background

6. I am informed that Defendant Pride Industries is a large non-profit organization and employs thousands of employees and provides its clients with employment coaching, training, job-placement and on-the-job support.

7. I am informed that Plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen were employed by Defendant as hourly-paid, non-exempt employees in California during the relevant period. Plaintiffs contend that they were subject to the same payroll, timekeeping, and wage-and-hour policies and practices challenged in this Action.

8. Based on my review of the pleadings, discovery, and case file, Plaintiffs allege that Defendant violated various provisions of the California Labor Code by, among other things, failing to properly calculate and pay all overtime wages; failing to provide compliant meal periods and authorize and permit compliant rest periods; failing to timely pay all wages during employment and upon separation of employment; failing to furnish accurate itemized wage statements; failing to maintain required payroll records; failing to reimburse employees for necessary business expenses; and engaging in unfair business practices. Plaintiffs also seek civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

The *Allen* Action

15. On December 22, 2023, Plaintiff Michael Allen ("Allen") submitted written notice to the LWDA alleging violations by Defendant of various California Labor Codes §§ 201-203, 204, 226, 510, 558, 1194, 1197, and 1197.1, pursuant to the Private Attorneys General Act, Labor Code § 2699 ("Allen PAGA Letter"). Attached as **Exhibit A** is a true and correct copy of the Allen PAGA Letter and the notice submitted to the LWDA.

16. On March 6, 2024, Allen filed a class action complaint in the Superior Court of the State of California for the County of Sacramento on behalf of himself and all similarly situated

employees (the "*Allen* Action"). Allen alleged claims for: (1) violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198; (2) violation of Labor Code § 510; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code § 226.7; (5) violation of Labor Code § 226; (6) violation of Labor Code §§ 201-203; (7) violation of Business and Professions Code § 17200, *et seq*.; and (8) violation of Labor Code § 2698, *et seq*.

IV. THE PROPOSED SERVICE AWARD IS REASONABLE

17. Plaintiffs have substantially contributed their time and efforts over a period of over years in pursuing the Class and PAGA claims, and Plaintiffs' roles were crucial in this case. Class Counsel required significant participation and assistance by Plaintiffs to build the Lawsuits.

18. As reflected in their declarations, among other things, Plaintiffs had discussions with Class Counsel, worked with Class Counsel to review facts and answer questions, assisted Class Counsel in their mediation efforts, and remained apprised of the case. Plaintiffs each took the significant risk and time commitment of coming forward to represent the interests of their fellow employees.

19. Plaintiffs contends that the requested service award in the amount of $10,000.00 to each Plaintiff is reasonable considering the efforts they made and the risks they took in prosecuting this action to obtain the Settlement.

V. THE PROPOSED ATTORNEYS FEES AND COSTS ARE REASONABLE

20. Plaintiffs seek reasonable attorneys' fees and costs from the Gross Settlement Amount. Under the terms of the Settlement, Class Counsel may seek up to 35% of the Gross Settlement Amount, or $2,450,000.00, and actual costs not to exceed $100,000.00.

21. Class Counsel shall present their lodestar and costs reports in the final approval papers when seeking Court approval of their Class Counsel Fees Award and costs. For the purposes of preliminary approval, Class Counsel notes that the 35% request is in accordance with the percentages approved by California courts (including this Court in similar cases), and is warranted considering the nature of this case.

22. In this case, there was no guarantee of compensation or reimbursement. Instead, Class Counsel has undertaken all the risks of this litigation on a completely contingent-fee basis. The

inherent risk of proving liability and damages on a class-wide basis and Defendant's representation by skillful counsel confronted Class Counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case. Nevertheless, Plaintiffs and Class Counsel have committed themselves to developing and pressing Plaintiffs' claims to enforce their fellow employees' rights and maximize the Class recovery. This commitment and the risks involved are precisely the reasons for multipliers in contingency-fee cases. As Class Members will receive a significant payment if the Settlement is approved, Class Counsel seeks a reasonable fee award for their efforts and the risk they have assumed.

23. Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. This does not result in any windfall or undue bonus. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client rightfully expects that his or her compensation will be significantly greater than if no risk was involved (*i.e.*, if the client paid the bill monthly), and that the greater the risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent-fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel.

24. Reasonable litigation expenses are ordinarily included with an award of attorneys' fees pursuant to California wage-and-hour law. Class Counsel's expenses were reasonable, necessary to the prosecution, and of the type customarily billed to fee-paying clients.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of November 2026, at San Diego, California.

Dated: November 9, 2026

SCHNEIDER WALLACE COTTRELL KIM LLP



Esther L. Bylsma
Sandra Acosta Tello

Attorneys for Plaintiffs

EXHIBIT A

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1001256-23
Plaintiff for PAGA Case: Michael Allen
Filer/Attorney for PAGA Case: Carolyn Cottrell
Law Firm for PAGA Plaintiff: Schneider Wallace Cottrell Konecky LLP
Employer: Pride Industries
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Sacramento County Superior Court
PAGA Court Case Number: 24CV004368
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 03/12/2024 10:29:03 AM by Carolyn Cottrell	Complaint.pdf	03/12/2024 10:29 AM	Court Complaint
PAGA Notice Submitted on 12/22/2023 11:06:08 AM by Carolyn Cottrell	Allen, Michael v. Pride Industries PAGA Notice SLS 231222.pdf	12/22/2023 11:06 AM	PAGA Notice

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

December 22, 2023

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employees: Michael Allen and Aggrieved Employees

Employer: Pride Industries and Other Related Entities

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a)(1), Mr. Allen ("Plaintiff") notifies the California Labor & Workforce Development Agency ("LWDA") that he intends to seek civil penalties on behalf of himself and other Aggrieved employees of Pride Industries ("Pride" or "Defendant"), and any currently unknown related entities involved in the violations alleged pursuant to California Labor Code § 2699(a) and (f) for violations of the California Labor Code, including California Labor Code sections:

- 200, 204, & IWC Wage Orders 4-2001 and 5-2001 (failure to compensate for all hours worked);
- 1182.12, 1194, 1197 & 1198 (failure to pay minimum wage);
- 510 (failure to pay overtime wages);
- 226.7, 512 & IWC Wage Orders 4 and 5 (failure to authorize and permit and/or make available meal and rest periods);
- 226 & 226.3 (failure to provide timely and accurate itemized wage statements); and
- 201-203 & 256 (waiting time penalties).

Mr. Allen and other Aggrieved Employees are all current and former hourly, non-exempt employees of Pride Industries, including but not limited to hourly workforce inclusion employment coaches, custodians, production workers, store workers, day porters, janitors, and others with similar job duties.

Background of Defendants:

Pride Industries, founded in 1966, is a non-profit organization that creates employment opportunities for people with disabilities. Pride provides employees with employment coaching, training, job placement, and on-the-job support. Defendant is registered in the state of California

and does business in the state of California. Pride employs hundreds of workers and conducts extensive activities in the state of California.

Defendant exercised control over Plaintiff and Aggrieved Employees with respect to their employment. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and Aggrieved Employees.

Background of Plaintiff:

Mr. Allen is currently employed by the Defendant and has worked for Pride since approximately August 2019. Mr. Allen works for Pride in Sacramento, California as a non-exempt, hourly employment coach. Mr. Allen usually works five (5) days a week for ten (10) to twelve (12) hours or more per shift. Mr. Allen's weekly hours vary, but on average, he is scheduled to work approximately 50 hours per week, or more depending on the needs of the business and its clients.

Failure to Compensate All Hours Worked and to Pay Minimum Wages and Overtime Wages:

Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime. Plaintiff and Aggrieved Employees are regularly required to perform work while off-the-clock. For instance, Defendant requires Plaintiff and Aggrieved Employees to pass through a security check prior to entering Defendant facilities. Management then allows Plaintiff and Aggrieved Employees to clock-in after passing through the required security screening. During this time, Plaintiff and Aggrieved Employees do not receive compensation.

As a matter of policy, Defendant does not record such time spent by employees waiting to pass through security checks. This time spent at the job site while off-the-clock goes unrecorded and uncompensated even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendant follows a similar policy of not compensating employees for time worked during off-the-clock during security checks across California that results in hundreds of Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.

Failure to Provide Compliant Meal & Rest Breaks:

Plaintiff and Aggrieved Employees are not provided with an uninterrupted off-duty 30-minute meal period before the fifth hour of work, or a second meal break before the tenth hour of work on days when they work shifts of ten hours or more. Plaintiff and Aggrieved Employees are not allowed to leave the premises of Defendant facilities and are expected to remain on-duty during their state required 30-minute meal period. Plaintiff and Aggrieved Employees must continue to attend to Defendant clients during their meal periods. As a result, when Plaintiff and Aggrieved Employees are taking an on-duty meal period while assisting Defendant clients, they are not provided with duty-free, uninterrupted, timely thirty-minute meal periods by the end of the fifth and tenth hour of work, nor do they receive the proper premium payments for non-compliant meal breaks.

Additionally, Aggrieved Employees are not provided with uninterrupted, ten-minute rest periods, during which they should be completely relieved of any duty, by the end of the fourth hour of work, and again, by the end of the eighth hour of work. Aggrieved Employees do not receive the proper premium payments for non-compliant rest breaks.

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Plaintiff and Aggrieved Employees perform a substantial amount of work which goes unrecorded and uncompensated and do not receive premium payments for missed, interrupted and/or untimely meal and rest breaks. Therefore, Plaintiff and Aggrieved Employees do not receive accurate, itemized wage statements.

Failure to Timely Pay all Wages Owed During Employment and Following Separation from Employment:

As a consequence of Defendant's failure to pay for all hours worked, including minimum wage and overtime premiums and failure to pay premiums for missed, interrupted and/or untimely meal and rest breaks, Plaintiff and Aggrieved Employees do not receive all wages owed during employment and upon separation from employment.

...

Plaintiff is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Plaintiff and his counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

Sincerely,

CAROLYN H. COTTRELL
Attorney at Law

CC via certified mail:

Pride Industries
c/o Corporate Creations Network Inc.
5901 W. Century Blvd.
Los Angeles, CA 90045
Registered Agent for Pride Industries