

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

3990 Old Town Avenue, Suite C204

San Diego, CA 92110

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

3990 Old Town Avenue, Suite C204

San Diego, CA 92110

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for Plaintiff LUIS ALBERTO LEDESMA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA BARBARA

LUIS ALBERTO LEDESMA, an individual
on behalf of himself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

v.

TVJ SONS I, INC., a California corporation;
PORTER AND HOWARD, INC. (dba Toyota
of Santa Maria), a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No: 20CV03573

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Hearing Date: October 7, 2021

Hearing Time: 8:30 a.m.

Honorable Judge Jed Beebe

Department 4

Trial Date: Not Yet Set

Action Filed: October 29, 2020

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel
3 of record for Plaintiff Luis Alberto Ledesma (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of the matter. The following facts are within my
5 own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein.

7 2. This declaration is being submitted in support of the motion by Plaintiff for an
8 order: approving the settlement in this Private Attorneys General Act (“PAGA”) action with
9 Defendants TVJ Sons I, Inc. and Porter and Howard, Inc. (“Defendants”).

10 3. A true and correct copy of the fully executed Private Attorney General Act (Labor
11 Code Section 2698 *Et Seq.*) Settlement Agreement and Limited Release (“Settlement
12 Agreement”) is attached as Exhibit #1. A proposed order approving the PAGA settlement is
13 submitted herewith.

14 4. On August 24, 2020, Plaintiff gave written notice to the LWDA of his intent to
15 assert a claim under PAGA and his alleged basis for the claim. A true and correct copy of
16 Plaintiff’s notice to the LWDA is attached as Exhibit #2. At the time Plaintiff gave written notice
17 to the LWDA, Plaintiff also submitted the \$75 filing fee to the LWDA. A true and correct copy of
18 the check confirming Plaintiff’s \$75 filing fee to the LWDA is attached as Exhibit #3. More than
19 65 days passed after the letter and amended letter were sent to the LWDA, and the LWDA has not
20 indicated that it intends to investigate the alleged violations referenced in the letter. On October
21 29, 2020, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of
22 California, County of Santa Barbara. On February 10, 2021, Plaintiff submitted a copy of the file-
23 stamped complaint to the LWDA. (See Exhibit #4.) The Complaint alleged a single claim for: (1)
24 Violation of the Private Attorneys General Act California Labor Code §§2689, *et seq.* (“PAGA”).

25 5. Prior to filing of the Complaint, Plaintiff and Defendants agreed to mediate with
26 Steve Serratore, an experienced and reputable wage and hour and PAGA actions mediator. Prior
27 to the mediation, in order to evaluate the potential value of the claims, the Parties engaged in
28 significant informal discovery, including a production of all of Defendants’ relevant wage and

1 hour policies, the exchange of detailed statistical data regarding shifts worked by Plaintiff and the
2 PAGA Group members, the production of hundreds of pages of documents, including a large
3 sample of payroll records and time records, and the exchange of detailed briefing and analysis in
4 connection with the mediation. On April 16, 2021, Plaintiff and Defendants engaged in a full-day
5 mediation with Steve Serratore. At the conclusion of the full-day mediation, the Parties were able
6 to reach a settlement, which led to the signing of a Memorandum of Understanding memorializing
7 the settlement. Thereafter, on July 2, 2021, Plaintiff, Defendants, and their counsel fully executed
8 the long-form settlement agreement. The settlement was negotiated in light of all known facts and
9 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not
10 being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
11 manageable trial, the merits of Defendants’ potential defenses, and the significant delay and
12 potential appellate issues inherent to litigation. The settlement calls for this PAGA case to be
13 resolved for \$350,000.

14 6. The PAGA settlement is subject to Court approval consistent with Labor Code
15 §2699(1)(2) (Settlement Agreement at § II(C)). The Settlement Agreement negotiated by the
16 Parties provides for a “Gross Settlement Amount” payment in the amount of \$350,000 to resolve
17 the PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA
18 Settlement of \$350,000, there is a deduction of attorneys’ fees in the amount of \$116,666.67
19 (which is one-third of the PAGA Settlement), reimbursement of incurred costs in an amount not to
20 exceed \$20,000, and Settlement Administration Costs, which will not exceed \$6,000.00.
21 (Settlement Agreement at § VI, X).¹ After these deductions, the amount remaining is the “PAGA
22 Payment”, which is estimated to be \$207,333.33. Of the PAGA Payment amount, seventy-five
23 percent (75%) will be paid to the LWDA and the remaining twenty-five percent (25%) will be
24
25

26
27 ¹ In the event the Court approves less than One-Third of the PAGA Settlement Amount in Attorneys’ Fees or less
28 than \$20,000 in Attorneys’ Expenses to Plaintiff’s Counsel, the unawarded difference will be added to the PAGA
Payment and not to Plaintiff’s Counsel or the Defendants (Settlement Agreement at § X). In the event the Court
approves less than \$6,000.00 to administer the settlement or if the actual cost to administer the settlement is less than
\$6,000.00, the difference will be added to the PAGA Payment. (*Id.* at § VI).

1 paid to the PAGA Group members (Settlement Agreement at § I(J)).² This 75/25 allocation is
2 required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).
3 The Gross Settlement Amount shall be due by Defendants to the Settlement Administrator within
4 30 days after the Effective Date. (*Id.* at VIII(B).)

5 7. The Individual PAGA Payments are 100% penalties and shall be reported using
6 IRS tax form 1099. (*Id.* at § XI.) The Individual PAGA Payment for each PAGA Settlement
7 Member shall be based on the number of biweekly payroll periods each PAGA Settlement
8 Member worked during the PAGA Period as a percentage of the total pay periods worked by all
9 PAGA Group members during the PAGA Period. (Settlement Agreement at § VIII(A).) The
10 PAGA Period is the time period from August 24, 2019 to June 15, 2021. (*Id.* at § I(M).) At the
11 mediation, Defendant represented to Plaintiff’s Counsel the number of pay periods and PAGA
12 Group members. Defendants represent that there are approximately 303 members of the PAGA
13 Group who worked approximately 8,000 pay periods during the PAGA Period. (Settlement
14 Agreement at § II(Q).) The PAGA settlement releases the “Released Claims” as follows: the
15 Released Parties shall be entitled to a release from the State of California and the PAGA Group
16 members only as to “Any and all Private Attorneys’ General Act of 2004 Cal. Lab. Code § 2698
17 (PAGA) for alleged violations of the IWC Wage Orders and/or the California Labor Code based
18 on the facts and claims that were asserted in the Plaintiff’s PAGA Letter to the LWDA and/or
19 Complaint, including but not limited to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
20 226.7, 227.3, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198, 1198.5, 2698, 2699, *et seq.*, 2802,
21 and any other claims asserted in the PAGA Letter and/or the Complaint. This release extends only
22 to the penalties available through PAGA and does not release individual claims. As a result of this
23 release, the PAGA Group will be precluded from initiating or participating in any PAGA action,
24 or otherwise seeking any civil penalties under PAGA, arising from the released claims that
25 occurred during the PAGA Period. (“PAGA Released Claims”) (Settlement Agreement at §
26 V(A).) Settlement checks mailed to the PAGA Group members remain valid for 180 days after

27
28 ² “PAGA Settlement Member” means all persons within the State of California who are or were previously employed
by Defendants in the State of California that were classified as non-exempt, paid by hourly rate or by commission, at
any time from August 24, 2019 to June 15, 2021. (Settlement Agreement at § I(L)-(M).)

1 mailing. (*Id.* at VIII(B).) The Settlement Administrator will remit the entire amount of each
2 PAGA Group member's uncashed check to the California State Controller for deposit in the
3 Unclaimed Property Fund in the name of the PAGA Settlement Member to whom the uncashed
4 Individual PAGA Payment was drafted. (*Id.*)

5 8. The additional amounts to be paid from the Settlement Sum other than the Net
6 PAGA Payment are as follows: (1) \$116,666.67 shall be paid to Plaintiff's Counsel for payment
7 of attorneys' fees, and up to \$20,000 shall be paid to Plaintiff's Counsel for litigation expenses as
8 set forth in the client's billing statement (pursuant to Declaration(s) by Plaintiff's Counsel) in
9 prosecuting the PAGA claims (Settlement Agreement at § VI, X.); and (2) a Settlement
10 Administrator Fee in an amount not to exceed \$6,000 (*Id.*). Any difference from these maximum
11 amounts will be added to the PAGA Fund.³

12 9. As experienced counsel, I believe that the PAGA Payment is fair and reasonable
13 and therefore should be approved. Here, the PAGA Settlement Amount of \$350,000 is
14 significantly more and constitutes approximately \$43.75 per pay period. This PAGA Settlement
15 amount compares favorably to the estimated amount of PAGA penalties. With the assistance of
16 an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was
17 potentially \$9,035,800 based on 6,692 pay periods at issue as of the mediation date.⁴ Importantly,
18 however, these calculations were performed at the maximum statutory rates for the PAGA
19 penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.

20 10. Before and during the mediation, Defendant argued, among other things, that it
21 was unlikely that any Judge would award more than the actual amounts owed on the claims, let
22 alone the full \$100 or \$200 per violation. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
23

24 ³ Plaintiff has entered into a separate confidential settlement agreement with Defendants in
25 regards to the settlement of his individual claims which provides for payment to him in exchange
26 for a general release of all claims.

27 ⁴ In preparation for mediation, Defendant provided Plaintiff with the time and payroll records of
28 PAGA Group members for the date range of September 16, 2019 to February 28, 2021. Plaintiff's
expert extrapolated these records to reflect the April 16, 2021 mediation date and calculated the
pay period value at 6,692 pay periods. Pursuant to the Parties' Memorandum of Understanding
and Settlement Agreement, the Parties agreed to increase the pay period value to 8,000 pay
periods in order to serve as a buffer for the PAGA Released Claims during the PAGA Period.

1 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA
2 penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded in this case could
3 be significantly less than Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claim.
4 Here, multiplying the number of violations identified, assumed, and extrapolated by Plaintiff's
5 expert (a maximum of 19,251 violations)⁵ by \$5 results in a total potential liability of **\$96,225**.
6 Further, multiplying the maximum number of pay periods (6,692) by \$5 results in a total potential
7 liability of **\$33,460**. Therefore, even assuming Plaintiff would have prevailed on all of his claims
8 in trial, the result obtained by Plaintiff in the Settlement exceeds the amount Plaintiff would have
9 recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

10 11. The three primary claims in this PAGA action are based on (1) Defendants' failure
11 to provide complaint meal breaks to the PAGA Group members when a break was missed, short
12 or late, (2) Defendants' failure to provide complaint rest breaks to the PAGA Group members
13 when a break was missed, short or late, and (3) Defendants' failure to pay PAGA Group members
14 who are paid by piece rate at the correct rate for rest periods and other "non-productive" time.

15 12. Here, a number of defenses asserted by Defendants presented serious threats to the
16 claims of the Plaintiff and the PAGA Group members. Defendants asserted that the employment
17 practices complied with all applicable Labor Laws.

18 13. Most importantly and relevant to this case, Defendants argued that the Supreme
19 Court decision in *Brinker v. Superior Court*, 53 Cal.4th 1004 (2012), weakened, if not eliminated,
20 Plaintiff's claims, on liability, value, and discretion with respect to the PAGA penalties, as to the
21 meal and rest period claims. A major component of the penalties alleged to have been owed by
22 Defendants are attributed to non-compliant meal and rest breaks. Before and during the mediation,
23 Defendants argued that Defendants' policies and culture afforded the PAGA Group members an
24 opportunity to take timely meal and rest breaks, and that employees like the Plaintiff *chose* not to
25 take compliant breaks. Specifically, Defendants' written policies encouraged PAGA Group
26 members to take meal periods and rest breaks according to schedules compliant with the
27 California Labor Code. The policy further *required* employees who felt they were not provided an

28

⁵ Assuming 6,692 pay periods.

1 opportunity to take a meal or a rest break to notify their supervisor immediately. Defendants
2 argued, therefore, that under the *Brinker* decision it has no liability for the missed breaks
3 whatsoever. Defendants argued that it adopted and strictly enforced lawful policies and afforded
4 Plaintiff and the PAGA Group members compliant meal and rest breaks. Because Plaintiff's
5 claims were largely based on the missed meal and rest breaks, and because Defendants' policies
6 were, indeed, compliant, this presented a very real concern for Plaintiff. If successful, this defense
7 could eliminate or substantially reduce any recovery under PAGA.

8 14. Accordingly, Defendants dispute and deny Plaintiff's allegations and claims
9 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendants
10 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount
11 of the penalties. Defendants could argue that no penalties prior to the PAGA notification should
12 be awarded because the violations were not intentional, and at least one Court has so ruled. In
13 addition, Defendants argued that any Court would substantially reduce the PAGA penalty awards
14 in light of decisions like *Carrington*. These defenses present a significant risk to the PAGA claim
15 and the potential that some or all of the PAGA penalties sought may not be awarded. Given
16 Defendants' potential defenses to the violations at issue, the risks and costs of continued litigation,
17 Plaintiff and their attorneys believe that the PAGA Settlement Sum is fair and reasonable.

18 15. Plaintiff's Counsel have significant experience litigating wage and hour claims
19 including claims for PAGA penalties, and the PAGA Settlement Sum here is similar to
20 settlements that courts have approved. The PAGA Settlement Sum was negotiated by experienced
21 counsel at arm's length with the assistance of an experienced and reputable mediator, Steve
22 Serratore.

23 16. As set forth in the accompanying proof of service, the LWDA has been provided
24 notice of this motion and the PAGA settlement (See also Exhibit #5). The decision of LWDA to
25 accept the PAGA settlement and not oppose or object to this motion should be given considerable
26 weight. This is not a situation where the Court needs to be concerned about the rights of absent
27 employees as in a class settlement, as this PAGA-only settlement does not release the individual
28

1 claims of absent employees, and the LWDA is a sophisticated government entity that is more than
2 able to look out for its own rights.

3 17. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
4 Agreement is supported by several factors. First, the requested fees are justified by the result
5 achieved. PAGA Counsel's diligent and efficient litigation of this action resulted in the creation of
6 an ascertainable common fund of \$350,000.00 that will substantially benefit the state of California
7 and the PAGA Group members. PAGA Counsel seek approval of an award of attorneys' fees in
8 the amount of \$116,666.67 representing 1/3 of the common fund. PAGA Counsel have also each
9 provided information about the tasks that the two law firms performed on this case. PAGA
10 Counsel's request for attorneys' fees in the amount of 1/3 of the monetary common fund is
11 consistent with the amount awarded in other cases. Under *Laffitte v. Robert Half Int'l Inc.*, 1
12 Cal.5th 480, 504, (2016), the Court need not undertake any lodestar cross-check where, as here,
13 the percentage of the common fund sought equates to 1/3 of the common fund obtained.

14 18. Under the Settlement Agreement, Plaintiff's Counsel will be recovering litigation
15 expenses in the total amount of \$10,944.58, which represents the combined amount of costs that
16 were incurred by Plaintiff's Counsel, and which is less than the \$20,000 allocated in the
17 Agreement. The litigation expenses incurred by Zakay Law Group, APC and JCL Law Firm, APC
18 were in the amount of \$10,944.58, were all reasonably necessary to the litigation, and are detailed
19 in Exhibit #6 attached hereto.

20 19. As detailed in the accompanying billing statement attached hereto as Exhibit #7,
21 Zakay Law Group, APC and JCL Law Firm, APC current lodestar is \$86,800.00 for more than
22 191.16 hours of work. The firms have worked on this action for over 10 months. In addition,
23 there will be additional lodestar still to be incurred to complete the settlement.

24 Experience and Qualifications

25 20. I have represented thousands of employees in a variety of legal matters, including
26 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is
27 devoted almost entirely to the prosecution of wage and hour class action and PAGA action
28 matters. I have successfully prosecuted and obtained significant recoveries in numerous class

1 action lawsuits and other lawsuits involving complex issues of law and fact. A true and correct
2 copy of the resume of Zakay Law Group, APC is attached hereto as Exhibit #8.

3 21. My credentials are reflected in the Zakay Law Group, APC firm resume, a true
4 and correct copy of which is attached hereto as Exhibit #8. Some of the major cases my firm has
5 undertaken are also set forth in Exhibit #8. I have had extensive representative and class litigation
6 experience, much of it in the area of representative PAGA actions, employment class actions,
7 unfair business practices and other complex litigation. I have litigated similar wage and hour class
8 action cases against other employers on behalf of employees. It is this level of experience which
9 enabled the firm to undertake the instant matter and to successfully combat the resources of the
10 Defendants and its capable and experienced counsel. On account of the concerted and dedicated
11 effort this case required in order to properly handle and prosecute, I was precluded from taking
12 other cases, and in fact, had to turn away other potential fee generating cases.

13 22. My hourly rate for this case is \$500 per hour. My rate is in line with the prevailing
14 rates of attorneys in the local legal community for similar work and, if this were a commercial
15 matter, these are the charges that would be made and presented to the client. The rates charged by
16 my firm are in line with the prevailing rates of attorneys in the local legal community for similar
17 work and, if this were a commercial matter, these are the charges that would be made and
18 presented to the client. These hourly rates have been approved by Court's throughout California,
19 including the Courts in the Superior Court of California. Finally, the reasonableness of my hourly
20 rates is further confirmed by comparing this rate with the rates of comparable counsel practicing
21 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest*
22 *IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
23 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
24 average associate billing rate" are reasonable rates when compared within 21 other firms
25 practicing in the Southern District of California.) This survey is useful to show that Class
26 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these
27 types of class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter &
28 Hampton, who is opposing counsel in many cases prosecuted by Class Counsel charges rates as

high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.

Additional Issues

23. **National Change of Address** – The Settlement Administrator is required to perform a National Change of Address search on any check returned by the U.S. Postal Service as non-deliverable, and re-mail the check to the Aggrieved Employee's new address under paragraph VII of the Settlement Agreement.

24. **Information Received** – In this case, Plaintiff received all of the information needed to evaluate the claims being settled. The following is a summary of the relevant documents received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- a. Significant sample data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.
- b. Significant sample data concerning recorded meal periods.
- c. Defendants' Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendants.
- d. Employee file of Plaintiff.
- e. Samples of wage statements provided by Defendants to employees.
- f. Significant sample payroll data.
- g. Hiring and termination forms used by Defendants for employees.

25. **Valuation of Penalties**– Plaintiff estimates that Defendants were subject to maximum liability for PAGA penalties in the amount of \$9,035,800, \$277,850 for unpaid wages, \$6,494,000 for wage statement violations, \$653,600 for rest break violations, and \$576,200 for meal break violations. With respect to rest break violations, meal break violations, and wage statement violations, this model assumed a violation for every single pay period for every single employee, which Plaintiff recognizes would be extremely hard to prove given Defendants' defenses to this Action.

26. PAGA penalty calculations are highly variable. Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty amounts were likely not awardable at the maximum rate given the defenses presented by Defendants. In addition to the defenses presented by Defendants, as detailed above, there is another basis for concluding that the settlement in this case is reasonable even with PAGA penalties in this amount. Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of PAGA. So while PAGA penalty figures may be inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount of less than 1% of the PAGA liability. Here, the settlement represents approximately 3.8% of the PAGA liability.

27. Scope of the Release. The release is limited to PAGA penalties predicated on the claims actually asserted in the operative complaint and/or in the notice to the LWDA. A copy of the notice to the LWDA is attached hereto as Exhibit #2.

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 September 2021, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

USAMA KAHF, (SBN 266443)
Email: ukahf@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

DEVIN RAUCHWERGER (SBN 274234)
E-Mail: drauchwerger@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendants
TVJ SONS I, INC. and
PORTER AND HOWARD, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA – SANTA MARIA COOK DIVISION

LUIS ALBERTO LEDESMA; an individual
on behalf of himself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

v.

TVJ SONS I, INC., a California
Corporation; PORTER AND HOWARD,
INC. (dba Toyota of Santa Maria), a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

CASE NO.: 20CV03573
Unlimited Jurisdiction

*Assigned for all purposes to the
Honorable Jed Beebe, Dept. 4*

STIPULATION TO PAGA SETTLEMENT

Complaint Filed: October 29, 2020
Trial Date: Not Yet Set

This Stipulation of Resolution is made by and between the Named Plaintiff LUIS ALBERTO LEDESMA (“Named Plaintiff”), on his own behalf and on behalf of all members of the PAGA Group, as defined below, on the one hand, and TVJ SONS I, INC. (“HSM”) and PORTER AND HOWARD, INC. (“TSM”) (collectively “Defendants”) on the other hand

(collectively the “Parties”), in the lawsuit entitled *Luis Alberto Ledesma v. TVJ Sons I, Inc., et al.* filed in Santa Barbara County Superior Court, Case No. 20CV03573. This Stipulation of Resolution resolves all claims which are being released as part of this Agreement against Defendants.

I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including cost of notice to the Settlement Group, administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation of Settlement.

B. Agreement. The terms “Agreement” or “Settlement Agreement” are used synonymously herein to mean this Stipulation of Resolution for purposes of Resolution.

C. Court. The term “Court” as used herein means the Superior Court of the State of California for the County of Santa Barbara.

D. Date of Approval. The terms “Date of Approval” or “Approval” as used herein mean the date of the PAGA Settlement Approval Hearing.

E. Defendants. The term “Defendants” as used herein means: TVJ Sons I, Inc. dba Honda of Santa Maria and Porter and Howard, Inc. dba Toyota of Santa Maria.

F. Litigation. The term “Litigation” as used herein means the action entitled *Luis Alberto Ledesma v. TVJ Sons I, Inc., et al.* filed in Santa Barbara Superior Court, Case No. 20CV03573.

G. Named Plaintiff. The term “Named Plaintiff” as used herein means Luis Alberto Ledesma. The term Named Plaintiff shall be used synonymously with the term PAGA Representative.

H. Net Settlement Amount. The term “Net Settlement Amount” as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs, Administrative Costs, and the seventy-five percent (75%) of penalties payable to the LWDA (“LWDA Payment”) pursuant to California’s Private Attorney General Act (“PAGA”), and as provided in Sections VI and X, respectively.

1 **I. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
2 payments made to the Settlement Group as part of the Resolution.

3 **J. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-
4 five percent (75%) of the remainder of the Settlement Amount after the deduction of any award
5 of attorneys’ fees, Litigation costs, and Administrative Costs. This amount shall be calculated
6 as follows: Settlement Amount minus (Court approved amounts for attorneys’ fees, Litigation
7 costs, and Administrative Costs) times 75%.

8 **K. Plaintiff’s Counsel.** The term “Plaintiff’s Counsel” as used herein means: Zakay
9 Law Group, APLC, and JCL Law Firm, APC, who are (or were at some time) counsel for and
10 acting on behalf of Named Plaintiff.

11 **L. PAGA Group.** The PAGA Group is defined as: All persons within the State of
12 California who are or were employed by Defendants in the State of California that were
13 classified as non-exempt, paid by hourly rate or by commission, at any time within the PAGA
14 Period.

15 **M. PAGA Period.** The term “PAGA Period” or “Settlement Period” shall refer to
16 the time period from August 24, 2019 to the earlier of date of settlement approval or June 15,
17 2021.

18 **N. Resolution.** The term “Resolution” as used herein means this Agreement to
19 resolve the Litigation.

20 **O. Settlement Administrator.** The term “Settlement Administrator” as used herein
21 means ILYM Group, Inc., which will be responsible for the administration of the Settlement
22 Payment, as defined below, and all related matters.

23 **P. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
24 used synonymously herein to means this Stipulation of Resolution.

25 **Q. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
26 Fund” as used herein mean a fund in the sum of Three Hundred, Fifty Thousand Dollars and
27 Zero Cents (\$350,000.00) which shall be paid by Defendants, and from which all Net Settlement
28 Payments, Court approved attorneys’ fees and Litigation costs pursuant to Section XIII,

1 Administrative Costs pursuant to Section VIII, and distribution to the LWDA pursuant to
2 Section XVI shall be paid, except as provided herein.

3 The Parties currently estimate that there are approximately 303 individuals in the PAGA
4 Group, who worked an aggregate total of 8,000 pay periods during the PAGA Period, all of
5 which shall be confirmed by the Settlement Administrator. Should the Settlement Administrator
6 determine that the number of pay periods exceeds more than ten percent (10%) of the estimate,
7 the Gross Settlement Amount will increase proportionally – namely, \$43.75 for each pay period
8 in excess of 8,800.

9 **II. BACKGROUND**

10 A. On October 29, 2020, Plaintiff filed his Complaint alleging a single case of action
11 for penalties pursuant to Labor Code § 2699(f) for alleged violations and penalties under
12 California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558,
13 558.1, 1194, 1197, 1197.1, 1198, 1198.5, 2698, 2699, *et seq.*, 2802, any applicable IWC Wage
14 Order(s), and any other claims asserted in the PAGA Letter or the Complaint. In the Litigation,
15 Named Plaintiff alleges that Defendants failed to pay their employees all wages in full and on a
16 timely basis for all forms of compensation owed (including but not limited to compensation
17 based on commission, non-discretionary bonuses, piece-rate and non-productive time), provide
18 meal and rest periods, and reimburse all business expenses. Named Plaintiff alleges that the
19 aforementioned conduct resulted in the employees receiving inaccurate wage statements.

20 B. Following the filing of the action, counsel for the Parties met and conferred with
21 respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
22 agreed to exchange informal discovery and engage in private mediation. The Parties
23 subsequently exchanged informal discovery, including: information and documentation
24 concerning the claims set forth in the Litigation, such as documentation regarding Named
25 Plaintiff's employment; information regarding the number of putative PAGA Group members
26 and the number of current versus former employees; and the total pay periods worked by the
27 PAGA Group.

28 C. Named Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length

1 negotiations. On April 16, 2021, the Parties participated in a mediation with Steve Serratore
2 which resulted in a mediator's proposal. The Parties settled the case, subject to the Approval of
3 the Court and finalization of a formal Stipulation for Resolution. The Parties have now entered
4 into a more detailed, formalized Settlement Agreement for submission to the Court for
5 Approval.

6 D. Plaintiff's Counsel has conducted an investigation of the law and facts relating
7 to the claims asserted in the Litigation and have concluded, taking into account the sharply
8 contested issues involved, the expense and time necessary to pursue the Litigation through trial
9 and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
10 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
11 the State of California and the members of the PAGA Group pursuant to this Agreement, that a
12 settlement with Defendants on the terms and conditions set forth herein is fair, reasonable,
13 adequate, and in the best interests of the State of California and the PAGA Group. Named
14 Plaintiff, on his own behalf and as a representative pursuant to PAGA, has agreed to settle the
15 Litigation with Defendants on the terms set forth herein.

16 E. Defendants have concluded that, because of the substantial expense of defending
17 against the Litigation, the length of time necessary to resolve the issues presented herein, the
18 inconvenience involved, and the concomitant disruption to their business operations, it is in its
19 best interests to accept the terms of this Agreement. Defendants deny each of the allegations and
20 claims asserted against it in the Litigation. However, Defendants nevertheless desire to settle
21 the Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing
22 litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

23 F. This Agreement is intended to and does effectuate the full, final, and complete
24 resolution of all allegations and claims that were asserted, or could have been asserted, in the
25 Litigation by Named Plaintiff.

26 **III. JURISDICTION**

27 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
28 Litigation includes claims that, while Defendants deny them in their entirety, would, if proven,

1 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
2 Approval of the Resolution, pursuant to California Code of Civil Procedure Section 664.6 the
3 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
4 and enforcing this Resolution consistent with the terms set forth herein, and the Parties and their
5 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
6 enforcing this Agreement and all orders and judgments entered in connection therewith.

7 **IV. STATEMENT OF NO ADMISSION**

8 A. Defendants deny liability to the State of California and to the PAGA Group upon
9 any claim or cause of action. This Agreement does not constitute, and is not intended to
10 constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the
11 allegations or claims made against it in the Litigation.

12 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
13 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
14 or used during the course of the negotiations leading to this Agreement or the Resolution, is
15 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
16 used, or be admissible in any way in this case or any other judicial, arbitral, administrative,
17 investigative, or other forum or proceeding as evidence of any violation of any federal, state, or
18 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at
19 law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement,
20 directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or
21 other forum or proceeding, as purported evidence of any violation of any federal, state, or local
22 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or
23 in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used
24 in any proceeding before the Court that has as its purpose the interpretation, implementation, or
25 enforcement of this Agreement or any orders or judgments of the Court entered in connection
26 with the Resolution.

27 C. None of the documents produced or created by Named Plaintiff or the PAGA
28 Group in connection with the claims procedures or claims resolution procedures constitute, and

1 they are not intended to constitute, an admission by Defendants of any violation of any federal,
2 state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or
3 duty at law or in equity.

4 D. Nothing in this Agreement will be construed as an admission or
5 acknowledgement of any kind that any group should or would be given collective treatment in
6 the Litigation or in any other action or proceeding. Further, neither this Agreement nor the
7 Court's actions with regard to this Agreement will be admissible in any court or other tribunal
8 regarding the propriety of collective treatment. In the event that this Agreement is not approved
9 by the Judge or any appellate court, is terminated, or otherwise fails to be enforceable, Named
10 Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights,
11 or remedies in the Litigation, and Defendants will not be deemed to have waived, limited, or
12 affected in any way any of their objections or defenses in the Litigation.

13 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

14 **A. Release as to All PAGA Group Members.**

15 Upon Approval by the Court of this Settlement and full funding of the Settlement
16 Amount by Defendants, Plaintiff, the State of California, and the LWDA , will release the
17 following claims against Defendants and their past, present, and future parents, subsidiaries,
18 predecessors, and affiliates during the PAGA Period: Any and all Private Attorneys' General
19 Act of 2004 Cal. Lab. Code § 2698 (PAGA) penalties for alleged violations of the IWC Wage
20 Orders and/or the California Labor Code based on the facts and claims that were asserted in the
21 Plaintiff's PAGA Letter to the LWDA and/or the Complaint, including but not limited to Labor
22 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1194,
23 1197, 1197.1, 1198, 1198.5, 2698, 2699, *et seq.*, 2802, and any other claims asserted in the
24 PAGA Letter and/or the Complaint. This release extends only to the penalties available through
25 PAGA and does not release individual claims. As a result of this release, the PAGA Group will
26 be precluded from initiating or participating in any PAGA action, or otherwise seeking any civil
27 penalties under PAGA, arising from the released claims that occurred during the PAGA Period.
28

1 **B. Publicity.**

2 The Named Plaintiff and his counsel agree that they have not and will not publish the
3 Resolution. More specifically, Named Plaintiff and his counsel agree that they will not report
4 the Settlement in any medium or in any publication, shall not post or report anything regarding
5 the claims of Named Plaintiff or the Settlement on any website, and shall not contact any
6 reporters or media regarding the Settlement. However, nothing in the provision shall be
7 construed from as preventing the Parties from taking following actions: (a) Named Plaintiff's
8 Counsel shall be allowed to refer to the Litigation and Resolution in other litigations to support
9 their adequacy as attorneys for a putative class or to justify an award of attorney's fees; (b) the
10 Parties shall have the right to disclose the Resolution as may be required under federal or state
11 tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties
12 shall have the right to disclose the Resolution to third parties without identifying the case name,
13 case number, or names of any of the Parties or Released Entities; (d) the Parties may refer to the
14 Resolution, describe its terms, and file the settlement agreement with the Court, the California
15 LWDA, and the Settlement Administrator in connection with any proceedings which are
16 reasonably necessary to obtain Approval of the Settlement; and, (e) the Parties or their
17 representatives may communicate with accountants or legal advisors regarding the Resolution.
18 Except for the previously listed exceptions, in response to any inquiries about the Litigation, the
19 Parties may state that "the case was resolved, and it was resolved confidentially."

20 **VI. SETTLEMENT ADMINISTRATOR**

21 Named Plaintiff and Defendants, through their respective counsel, have selected ILYM
22 Group, Inc. as the Settlement Administrator to administer the Resolution, which includes but is
23 not limited to distributing and responding to inquiries about the Notice of Resolution and
24 calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the
25 Settlement Administrator, estimated to be Six Thousand Dollars and Zero Cents (\$6,000.00),
26 will be paid from the Settlement Amount. Any charges and expenses of the Settlement
27 Administrator greater than the allocated Six Thousand Dollars (\$6,000.00) will come from the
28 Settlement Amount. If the actual Settlement Administrator fees are less than the Parties'

1 estimation, the difference between the actual and estimated Settlement Administrator fees will
2 be included in the Net Settlement Amount.

3 **VII. NOTICE**

4 Named Plaintiff and Defendants, through their respective attorneys, have jointly prepared
5 a Notice of Resolution (the “Notice”), in the form attached hereto as Exhibit “A” which in
6 substance will be provided to the members of the PAGA Group as follows:

7 As soon as practicable following Approval of the Resolution, but no later than thirty (30)
8 business days after the Court’s Approval, Defendant will provide to the Settlement
9 Administrator the following information about each PAGA Group member: (1) name; (2) last
10 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
11 period; and (4) social security number (“PAGA List”).

12 The Settlement Administrator shall run all the addresses provided through the United
13 States Postal Service NCOA database (which provides updated addresses for any individual who
14 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
15 address) to obtain current address information. Within thirty (30) business days after the
16 Settlement Administrator’s receipt of the PAGA List, the Settlement Administrator will mail
17 the Notice of Resolution together with a settlement payment to all PAGA Group members by
18 first-class United States mail, postage prepaid, with directions to the Postmaster to forward the
19 Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of
20 PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement
21 Administrator shall promptly attempt to locate the Aggrieved Employee by performing an
22 additional skip trace and shall re-mail the Notice and settlement check no later than ten (10)
23 calendar days following receipt of the undeliverable Notice. The Notice will be provided in
24 English.

25 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

26 **A. Distribution Formula.**

27 Members of the PAGA Group will receive a lump sum payment as good and valuable
28 consideration for the waiver and release of claims set forth in Section V(A), above, in an amount

1 determined by the Settlement Administrator in accordance with the provisions of this
2 Agreement.

3 The lump sum payment to each member of the PAGA Group will be determined by
4 dividing the Net Settlement Amount by the total number of pay periods worked by all members
5 of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then
6 multiplying the Pay Period Amount by the number of pay periods worked by the individual
7 PAGA member.

8 **B. Funding of Resolution.**

9 The funding of the Settlement Amount will be completed at one time with funds
10 provided to and escrowed by the Settlement Administrator. The funds used for the Settlement
11 Amount shall be paid to the Claims Administrator by Defendants within thirty (30) business
12 days of its receipt of a notice of entry of the Court's Approval order.

13 If a PAGA Group member is deceased at the time of distribution, the Settlement
14 Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to
15 the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s),
16 the Settlement Administrator shall notify the executor of the deceased PAGA Group member's
17 estate and attempt to place the deceased PAGA Group member's payment in escrow or similar
18 disposition such that any competing heirs may take whatever action they wish to resolve ultimate
19 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim
20 any further interest in or obligation in relation to such money.

21 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
22 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip
23 trace search and, if another address is identified, shall mail the check to the newly identified
24 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
25 process, the monies represented by the check shall be turned over according to the below
26 procedures.

27 Settlement checks will specifically indicate that they are void if not negotiated within
28 one hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one

1 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall
2 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group
3 member's uncashed Individual Settlement Payment to the California State Controller for deposit
4 in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed
5 Individual Settlement Payment was drafted.

6 **C. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.**

7 The Settlement Administrator shall cause the Court approved attorney's fees and
8 Litigation costs and LWDA Payment to be paid at the same time and manner as the Settlement
9 Payments to the PAGA Group.

10 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

11 The amounts paid under this Agreement do not represent a modification of any
12 previously credited hours of service under any employee benefit plan, policy, or bonus program
13 sponsored by Defendants. Such amounts will not form the basis for additional contributions to,
14 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
15 sponsored by Defendants, policies, or bonus programs. Any payments made under the terms of
16 this Resolution shall not be applied retroactively, currently, or on a going forward basis as salary,
17 earnings, wages, or any other form of compensation for the purposes of Defendants' benefit
18 plan, policy, or bonus program. Defendants retain the right to modify the language of their
19 benefit plans, policies, and bonus programs to effect this intent and to make clear that any
20 amounts paid pursuant to this Resolution are not for "hours worked," "hours paid," "hours of
21 service," or any similar measuring term as defined by applicable plans, policies, and bonus
22 programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
23 additional contributions or benefits are not required by this Resolution.

24 **X. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND LITIGATION COSTS**

25 Defendants shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
26 Counsel shall not seek or receive an amount in excess of 1/3 of the Settlement Amount for all
27 past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and
28 this Resolution. Defendants shall not oppose an application by Plaintiff's Counsel for, and

1 Plaintiff's Counsel shall not seek or receive an amount in excess of \$20,000 for all past and
2 future Litigation costs and expenses. Any attorneys' fees or Litigation costs awarded to
3 Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the purpose
4 of determining the Net Settlement Amount. This amount shall include all attorneys' fees,
5 Litigation costs, and expenses for which Named Plaintiff and Plaintiff's Counsel could claim
6 under any legal theory whatsoever. Should the Court approve a lesser percentage or amount of
7 fees and/or Litigation costs than the amount that Plaintiff's Counsel ultimately seeks, then the
8 unapproved portion or portions shall revert to the Net Settlement Amount.

9 **XI. TAXATION AND ALLOCATION**

10 For withholding tax characterization purposes and payment of taxes, the Net Settlement
11 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement
12 Allocation"): 100% as penalties.

13 All PAGA Group members who cash their settlement check may receive an IRS Form
14 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in
15 compliance with IRS guidelines).

16 **XII. COURT APPROVAL**

17 This Agreement and the Resolution is contingent upon Approval by the Court. Named
18 Plaintiff and Defendants agree to take all steps as may be reasonably necessary to secure
19 Approval of the Resolution, to the extent not inconsistent with the terms of this Agreement, and
20 will not take any action adverse to each other in obtaining Court Approval of the Resolution in
21 all respects.

22 **XIII. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
23 **ADMINISTRATOR.**

24 The Settlement Administrator shall keep Plaintiff's Counsel and Defendants' Counsel
25 apprised of all distributions from the Settlement Amount. Upon completion of administration of
26 the Settlement, the Settlement Administrator shall provide written certification of such
27 completion to Plaintiff's Counsel and Defendants' Counsel. The Settlement Administrator shall
28 also provide Defendants with a final accounting, including the names of payees and Net

1 Settlement Payments.

2 **XIV. MISCELLANEOUS PROVISIONS**

3 **A. Stay of Litigation.**

4 Named Plaintiff and Defendants agree to the stay of all discovery in the Litigation,
5 pending Approval of the Resolution by the Court.

6 **B. Interpretation of the Agreement.**

7 This Agreement constitutes the entire agreement between Named Plaintiff and
8 Defendants. Except as expressly provided herein, this Agreement has not been executed in
9 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
10 written representations or terms shall modify, vary, or contradict its terms. In entering into this
11 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
12 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
13 enforced under the laws of the State of California, both in its procedural and substantive aspects,
14 without regard to its conflict of laws provisions. Any claim arising out of or relating to the
15 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
16 Court of the State of California for the County of Santa Barbara and Named Plaintiff and
17 Defendants hereby consent to the personal jurisdiction of the Judge over them solely in
18 connection therewith. The foregoing is only limited to disputes concerning this Agreement and
19 in no way limits or negates the enforceability and effect of any other agreements signed by
20 employees of Defendants. Named Plaintiff, on his own behalf and on behalf of the PAGA
21 Group, and Defendants participated in the negotiation and drafting of this Agreement and had
22 available to them the advice and assistance of independent counsel. As such, neither Named
23 Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed
24 against the other.

25 The terms and conditions of this Agreement constitute the exclusive and final
26 understanding and expression of all agreements between Named Plaintiff and Defendants with
27 respect to the Resolution of the Litigation. The Agreement may be modified only by a writing
28 signed by counsel for all Parties or their successors-in-interest.

1 **C. Further Cooperation.**

2 Named Plaintiff and Defendants and their respective attorneys shall proceed diligently
3 to prepare and execute all documents, to seek Approval from the Court, and to do all things
4 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

5 **D. Confidentiality of Documents.**

6 Named Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain
7 the confidentiality of all documents, deposition transcripts, declarations, and other information
8 obtained in the Litigation, unless necessary for appeal or such documents are ordered to be
9 disclosed by the Judge or by a subpoena.

10 **E. Counterparts.**

11 The Agreement may be executed in one or more actual or non-original counterparts, all
12 of which will be considered one and the same instrument and all of which will be considered
13 duplicate originals.

14 **F. Authority.**

15 Each individual signing below warrants that he or she has the authority to execute this
16 Agreement on behalf of the party for whom or which that individual signs.

17 **G. No Third-Party Beneficiaries.**

18 Named Plaintiff, members of the PAGA Group, Defendants, and Released Entities are
19 direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

20 **H. Force Majeure.**

21 The failure of any party to perform any of its obligations hereunder shall not subject such
22 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
23 whole by acts of God, fires, earthquakes, other natural disasters, explosions, floods, wars,
24 sabotage, terrorist acts, , or any other similar or different circumstances..

25 **I. Deadlines Falling on Weekends or Holidays.**

26 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
27 or legal holiday, that deadline shall be continued until the following business day.

1 **J. Severability.**

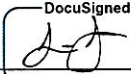
2 In the event that any one or more of the provisions contained in this Agreement shall for
3 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
4 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
5 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as
6 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

7 **K. Defendant's Fees and Costs**

8 All of Defendants' own legal fees, costs, and expenses incurred in this Action shall be
9 borne by Defendants.

10
11 APPROVED AS TO FORM AND CONTENT

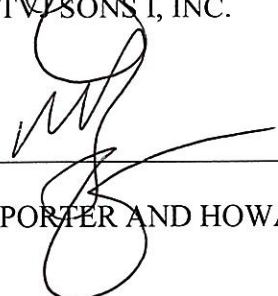
12
13 DATE: 6/30/2021, 2021

DocuSigned by:

LUIS ALBERTO LEIDESMA

14
15
16 DATE: 7/2, 2021


By:
For: TWI SONS I, INC.

17
18
19
20 DATE: 7/2, 2021


By:
For: PORTER AND HOWARD, INC.

1 APPROVED AS TO FORM

2
3 DATED: 6/30/2021, 2021

ZAKAY LAW GROUP, APLC
JCL LAW FIRM, APC

4
5
6 By: _____

DocuSigned by:

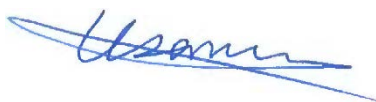


Shani O. Zakay
Jean-Claude Lapuyade
Attorney for Plaintiff
LUIS ALBERTO LEDESMA

7
8
9 DATED: 7/2, 2021

FISHER & PHILLIPS LLP

10
11 By: _____



USAMA KAHF
Attorneys for Defendants
TVJ SONS I, INC. and
PORTER AND HOWARD, IN.

EXHIBIT A

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

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Luis Alberto Ledesma (“Plaintiff”), and Defendants TVJ Sons I, Inc. dba Honda of Santa Maria and Porter and Howard, Inc. dba Toyota of Santa Maria (“Defendants”). Plaintiff filed a lawsuit against Defendants as the representative of the State of California and Defendants’ other current and former employees who performed work in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act (“PAGA”), based on the alleged failure by Defendants to pay their employees all wages in full and on a timely basis, provide meal and rest periods, reimburse all business expenses, and issue accurate itemized wage statements. PAGA penalties allow a private individual who is not the government to obtain penalties normally only obtainable by the government. Defendants deny that they violated the law in any way but agreed to enter into a settlement to avoid the cost and disruption of litigation.

As a current or former employee of Defendants between August 24, 2019 and June 15, 2021, you are covered by this settlement. Per the Court’s final judgment in this case, all people covered by the settlement have released any and all claims for civil penalties under PAGA arising from Defendants’ alleged failure to pay their employees all wages in full and on a timely basis, provide meal and rest periods, reimburse all business expenses, and issue accurate itemized wage statements, through June 15, 2021. This means that you are not able to pursue a PAGA lawsuit against Defendants based on such claims.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant(s) during the period between August 24, 2019 and June 15, 2021. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court’s final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at [Claims Administrator], [Address], [Telephone Number].

EXHIBIT 2



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #30401

August 24, 2020

Via Online Filing to LWDA and Certified Mail to Defendant

Labor and Workforce Development Agency

Online Filing

TVJ SONS I, INC.
MICHAEL BOUQUET
4435 COUNTRYWOOD DRIVE
SANTA MARIA CA 93455

PORTER AND HOWARD, INC. dba
Toyota of Santa Maria
MICHAEL D BOUQUET
700 E BETTERAVIA RD
SANTA MARIA CA 93454

Re: Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Luis Alberto Ledesma (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against TVI Sons I, Inc., a California Corporation and Porter and Howard, Inc. (dba Toyota of Santa Maria), a California Corporation (“Defendants”). Plaintiff was employed by Defendants in California from 2013 to November 2019 as a salesperson, earning a draw vs. commission compensation, and entitled to the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks, and failed to separately compensate Plaintiff and other Aggrieved Employees for their rest breaks. As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep accurate time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 1198.5 violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities,

dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,



Shani O. Zakay
Attorney for Luis Alberto Ledesma

JCL LAW FIRM, APC

JEAN-CLAUDE LAPUYADE (SBN 248676)

JLAPUYADE@JCL-LAWFIRM.COM

3990 OLD TOWN AVENUE, SUITE C204

SAN DIEGO, CA 92110

TEL: (619) 599-8292

FAX: (619) 599-8291

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

3990 Old Town Ave. Suite C204

San Diego, CA 92110

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA BARBARA**

LUIS ALBERTO LEDESMA; an individual,
on behalf of himself and on behalf of all
persons similarly situated and the State of
California,

Plaintiff,

v.

TVJ SONS I, INC., a California Corporation;
PORTER AND HOWARD, INC. (dba Toyota
of Santa Maria), a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 3) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 4) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 5) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO TIMELY PAY WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE § 203; and
- 8) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *et seq.*]

DEMAND FOR A JURY TRIAL

1 Plaintiff LUIS ALBERTO LEDESMA (“PLAINTIFF”), an individual, on behalf of himself
2 and all other similarly situated current and former employees, alleges on information
3 and belief, except for her own acts and knowledge which are based on personal
4 knowledge, the following:

5 **THE PARTIES**

6 1. Defendant TVJ SONS I, INC. (“Defendant TVJ”) is a California corporation and
7 at all relevant times mentioned herein conducted and continues to conduct substantial and
8 regular business throughout the State of California. Defendant PORTER AND HOWARD, INC.
9 (“Defendant P&H”) is a California corporation and at all relevant times mentioned herein
10 conducted and continues to conduct substantial and regular business throughout the State of
11 California.

12 2. Defendant TVJ and Defendant P&H were the joint employers of PLAINTIFF as
13 evidenced by the contracts signed and by the company the PLAINTIFF performed work for
14 respectively, and are therefore jointly responsible as employers for the conduct alleged herein
15 and collectively referred to herein as “DEFENDANTS”.

16 3. DEFENDANTS retail automobile vehicles. DEFENDANT offers new and used
17 cars as well as financing, maintenance, and repair services.

18 4. PLAINTIFF was employed by DEFENDANTS as a sales person in California
19 from 2013 until November 2019 and was at all times during his employment with
20 DEFENDANTS entitled to be paid minimum wages and entitled to the legally required off-duty
21 meal periods. PLAINTIFF was also required to be paid for his rest periods as DEFENDANT
22 paid PLAINTIFF only commissions wages for certain pay periods. DEFENDANT did not
23 separately compensate PLAINTIFF for his rest periods.

24 5. PLAINTIFF brings this Class Action on behalf of himself and a California class,
25 defined as all individuals who are or previously were employed by Defendant TVJ and/or
26 Defendant P&H in California and paid on a draw vs. commission compensation scheme or
27 another commission-based compensation scheme (the “CALIFORNIA CLASS”) at any time
28 during the period beginning April 6, 2016 and ending on the date as determined by the Court
(the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 6. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
3 the CALIFORNIA CLASS PERIOD caused by DEFENDANTS' uniform policy and practice
4 which failed to lawfully compensate these employees for all their missed meal breaks and
5 unpaid rest periods. DEFENDANTS' uniform policy and practice alleged herein is an unlawful,
6 unfair and deceptive business practice whereby DEFENDANTS retained and continues to retain
7 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and
8 the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by
9 DEFENDANTS in the future, relief for the named PLAINTIFF and the other members of the
10 CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and
current unlawful conduct, and all other appropriate legal and equitable relief.

11 7. The true names and capacities, whether individual, corporate, subsidiary,
12 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
13 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
14 to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege
15 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
16 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
17 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
18 responsible in some manner for one or more of the events and happenings that proximately
19 caused the injuries and damages hereinafter alleged

20 8. The agents, servants and/or employees of the Defendants and each of them acting
21 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
22 agent, servant and/or employee of the Defendants, and personally participated in the conduct
23 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
24 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
25 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
26 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
27 Defendants' agents, servants and/or employees.
28

THE CONDUCT

9. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. DEFENDANTS' meal period policies and practices were unlawful because PLAINTIFF and other CALIFORNIA CLASS Members were far too over-booked and overworked to take a timely off-duty thirty (30) minute meal period. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

10. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period on workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by DEFENDANT's business records which contain no record of these breaks.

11. In addition, because of DEFENDANTS' commission pay plan described herein, DEFENDANTS failed to compensate PLAINTIFF and CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. DEFENDANTS did not have a policy or practice which paid for off-duty rest periods to PLAINTIFF and the other CALIFORNIA CLASS Members. As a result, DEFENDANTS' failure to provide

1 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
2 periods is evidenced by DEFENDANTS' business records.

3 12. On numerous occasions, PLAINTIFF and other CALIFORNIA CLASS
4 Members were required to work while not clocked in. DEFENDANTS maintained a company-
5 wide policy of refusing to pay CALIFORNIA CLASS Members, like PLAINTIFF, for all hours
6 worked. Specifically, DEFENDANTS maintained a company-wide pattern and practice of
7 altering employees' timecards to eliminate numerous hours worked. As a result,
8 DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members
9 wages for all hours worked.

10 13. Under California law, every employer shall pay to each employee, on the
11 established payday for the period involved, not less than the applicable minimum wage for all
12 hours worked in the payroll period, whether the remuneration is measured by time, piece,
13 commission, or otherwise. Hours worked is defined in the applicable Wage Order as "the time
14 during which an employee is subject to the control of an employer, and includes all the time the
15 employee is suffered or permitted to work, whether or not required to do so. Here, PLAINTIFF
16 and CALIFORNIA CLASS Members were entitled to separate hourly compensation for time
17 spent performing all non-sales related tasks directed by DEFENDANTS during their work
18 shifts, including, but not limited to, weekly sales meetings, and are entitled to one hour of pay
19 for their rest periods.

20 14. From time to time, when DEFENDANTS did not accurately record
21 PLAINTIFF's and other CALIFORNIA CLASS Members' missed meal breaks, unpaid rest
22 breaks, and/or also unpaid minimum wages, the wage statements issued to PLAINTIFF and
23 other CALIFORNIA CLASS Members by DEFENDANTS violated California law, and in
24 particular, Labor Code Section 226(a). Aside, from the violations listed above in this paragraph,
25 DEFENDANTS failed to issue to PLAINTIFFS an itemized wage statement that lists all the
26 requirements under California Labor Code 226 *et seq.*, including the legal name of
27 PLAINTIFF's employer.

1 15. DEFENDANTS as a matter of corporate policy, practice and procedure,
2 intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFF and
3 the other CALIFORNIA CLASS Members for required business expenses incurred by the
4 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
5 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,
6 employers are required to indemnify employees for all expenses incurred in the course and
7 scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
8 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
9 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
10 directions of the employer, even though unlawful, unless the employee, at the time of obeying
11 the directions, believed them to be unlawful."

12 16. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
13 Members as a business expense, were required by DEFENDANTS to use their own personal
14 cellular phones as a result of and in furtherance of their job duties as employees for
15 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost
16 associated with the use of their personal cellular phones for DEFENDANTS' benefit.
17 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
18 DEFENDANTS to use their personal cell phones to for work related issues. As a result, in the
19 course of their employment with DEFENDANTS the PLAINTIFF and other members of the
20 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not
21 limited to, costs related to the use of their personal cellular phones all on behalf of and for the
22 benefit of DEFENDANTS.

23 17. In violation of the applicable sections of the California Labor Code and the
24 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
25 matter of company policy, practice and procedure, intentionally, knowingly and systematically
26 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for
27 missed meal and rest periods. This uniform policy and practice of DEFENDANTS is intended
28 to purposefully avoid the payment for all time worked as required by California law which

1 allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
2 complied with the law. To the extent equitable tolling operates to toll claims by the
3 CALIFORNIA CLASS against DEFENDANTS, the CALIFORNIA CLASS PERIOD should be
4 adjusted accordingly.

5 18. By reason of this uniform conduct applicable to PLAINTIFF and all
6 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in
7 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
8 (the “UCL”), by engaging in a company-wide policy and procedure which failed to accurately
9 calculate and record all missed meal breaks and failed to pay PLAINTIFF and CALIFORNIA
10 CLASS Members for rest periods as required by California law. The proper recording of these
11 employees’ missed meal and rest breaks is the DEFENDANTS’ burden. As a result of
12 DEFENDANTS’ intentional disregard of the obligation to meet this burden, DEFENDANTS
13 failed to properly calculate and/or pay all required compensation for work performed by the
14 members of the CALIFORNIA CLASS and violated the California Labor Code and regulations
15 promulgated thereunder as herein alleged.

16 19. Specifically as to PLAINTIFF, DEFENDANTS failed to provide all the legally
17 required off-duty meal breaks to him and paid rest periods to him as required by the applicable
18 Wage Order and Labor Code. DEFENDANTS failed to compensate PLAINTIFF for his
19 missed meal and rest breaks. The nature of the work performed by PLAINTIFF did not prevent
20 him from being relieved of all of his duties for the legally required off-duty meal periods.
21 Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each
22 workday in which PLAINTIFF were required by DEFENDANTS to work ten (10) hours of
23 work. As a result, DEFENDANTS’ failure to provide PLAINTIFF with the legally required
24 second off-duty meal period is evidenced by DEFENDANTS’ business records. From time to
25 time, and as a result of DEFENDANTS not accurately recording all missed meal and paid rest
26 periods, and failing to pay minimum wages due for all time worked, the wage statements issued
27 to PLAINTIFFS by DEFENDANTS violated California law, and in particular, Labor Code
28 Section 226(a). To date, DEFENDANTS have yet to pay PLAINTIFF all of his wages due to

1 him and all premiums due to him for missed meal and paid rest breaks and DEFENDANTS
2 have failed to pay any penalty wages owed to him under California Labor Code Section 203.
3 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
4 \$75,000.

5 **JURISDICTION AND VENUE**

6 20. This Court has jurisdiction over this Action pursuant to California Code of Civil
7 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
8 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
9 of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

10 21. Venue is proper in this Court pursuant to California Code of Civil Procedure,
11 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
12 DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities
13 in this County and/or conduct substantial business in this County, and (ii) committed the
14 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS
15 and CALIFORNIA LABOR SUB-CLASS.

16 **THE CALIFORNIA CLASS**

17
18 22. PLAINTIFF bring the First Cause of Action for Unfair, Unlawful and Deceptive
19 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
20 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
21 individuals who are or previously were employed by DEFENDANT in California and paid on a
22 draw vs. commission compensation scheme (the "CALIFORNIA CLASS") at any time during
23 the period beginning on the date four (4) years prior to the filing of this Complaint and ending
24 on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in
25 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million
26 dollars (\$5,000,000.00).
27
28

1 23. To the extent equitable tolling operates to toll claims by the CALIFORNIA
2 CLASS against DEFENDANTS, the CALIFORNIA CLASS PERIOD should be adjusted
3 accordingly.

4 24. DEFENDANTS, as a matter of company policy, practice and procedure, and in
5 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
6 requirements, and the applicable provisions of California law, intentionally, knowingly, and
7 willfully, engaged in a practice whereby DEFENDANTS systematically failed to correctly
8 record missed meal and rest breaks and all time worked by PLAINTIFF and the other members
9 of the CALIFORNIA CLASS, even though DEFENDANTS enjoyed the benefit of this work,
10 required employees to perform this work and permitted or suffered to permit this work.

11 25. DEFENDANTS have the legal burden to establish that each and every
12 CALIFORNIA CLASS Member was paid the correct wages for all time worked. The
13 DEFENDANTS, however, as a matter of uniform and systematic policy and procedure failed to
14 have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy
15 or practice to ensure that each and every CALIFORNIA CLASS Member is paid for all missed
16 meal and rest breaks, so as to satisfy their burden. This common business practice applicable to
17 each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
18 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
19 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

20 26. At no time during the CALIFORNIA CLASS PERIOD was the compensation for
21 any member of the CALIFORNIA CLASS properly recalculated so as to compensate the
22 employee for all missed meal breaks, as required by California Labor Code.

23 27. The CALIFONRIA CLASS is so numerous that joinder of all CALIFORNIA
24 CLASS Members is impracticable.

25 28. DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS
26 under California law by:

- 27 a. Committing an act of unfair competition in violation of the California Unfair
28 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to

1 provide PLAINTIFF and the other members of the CALIFORNIA CLASS with
2 all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the
3 legally required paid rest breaks,

4 b. Committing an act of unfair competition in violation of the California Unfair
5 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by unlawfully,
6 unfairly and deceptively having in place company policies, practices and
7 procedures that uniformly denied PLAINTIFF and the members of the
8 CALIFORNIA CLASS the correct minimum wages and otherwise violated
9 applicable law; and,

10 c. Committing an act of unfair competition in violation of the California Unfair
11 Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal.
12 Lab. Code § 2802 by failing to reimburse PLAINTIFFS and the CALIFORNIA
13 CLASS members with necessary expenses incurred in the discharge of their job
14 duties

15 29. The Class Action meets the statutory prerequisites for the maintenance of a Class
16 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

17 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the
18 joinder of all such persons is impracticable and the disposition of their claims as
19 a class will benefit the parties and the Court;

20 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
21 raised in this Complaint are common to the CALIFORNIA CLASS will apply
22 uniformly to every member of the CALIFORNIA CLASS;

23 c. The claims of the representative PLAINTIFF are typical of the claims of each
24 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members
25 of the CALIFORNIA CLASS, was paid on a draw vs. commission compensation
26 scheme who was subjected to the DEFENDANTS' deceptive practice and policy
27 which failed to provide the legally required meal and rest periods to the
28 CALIFORNIA CLASS and thereby systematically underpaid compensation to

1 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic
2 injury as a result of DEFENDANTS' employment practices. PLAINTIFF and
3 the members of the CALIFORNIA CLASS were and are similarly or identically
4 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
5 misconduct engaged in by DEFENDANTS; and,

- 6 d. The representative PLAINTIFF will fairly and adequately represent and protect
7 the interest of the CALIFORNIA CLASS, and have retained counsel who are
8 competent and experienced in Class Action litigation. There are no material
9 conflicts between the claims of the representative PLAINTIFF and the members
10 of the CALIFORNIA CLASS that would make class certification inappropriate.
11 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all
12 CALIFORNIA CLASS Members.

13 30. In addition to meeting the statutory prerequisites to a Class Action, this action is
14 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 15 a. Without class certification and determination of declaratory, injunctive, statutory
16 and other legal questions within the class format, prosecution of separate actions
17 by individual members of the CALIFORNIA CLASS will create the risk of:
- 18 i. Inconsistent or varying adjudications with respect to individual members
19 of the CALIFORNIA CLASS which would establish incompatible
20 standards of conduct for the parties opposing the CALIFORNIA CLASS;
21 and/or;
- 22 ii. Adjudication with respect to individual members of the CALIFORNIA
23 CLASS which would as a practical matter be dispositive of interests of
24 the other members not party to the adjudication or substantially impair or
25 impede their ability to protect their interests.
- 26 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on
27 grounds generally applicable to the CALIFORNIA CLASS, making appropriate
28 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that

1 DEFENDANTS uniformly failed to pay all wages due to members of the
2 CALIFORNIA CLASS as required by law;

3 i. With respect to the First Cause of Action, the final relief on behalf of the
4 CALIFORNIA CLASS sought does not relate exclusively to restitution
5 because through this claim PLAINTIFF seek declaratory relief holding
6 that the DEFENDANTS' policy and practices constitute unfair
7 competition, along with declaratory relief, injunctive relief, and incidental
8 equitable relief as may be necessary to prevent and remedy the conduct
9 declared to constitute unfair competition;

10 c. Common questions of law and fact exist as to the members of the CALIFORNIA
11 CLASS, with respect to the practices and violations of California law as listed
12 above, and predominate over any question affecting only individual
13 CALIFORNIA CLASS Members, and a Class Action is superior to other
14 available methods for the fair and efficient adjudication of the controversy,
15 including consideration of:

16 i. The interests of the members of the CALIFORNIA CLASS in
17 individually controlling the prosecution or defense of separate actions in
18 that the substantial expense of individual actions will be avoided to
19 recover the relatively small amount of economic losses sustained by the
20 individual CALIFORNIA CLASS Members when compared to the
21 substantial expense and burden of individual prosecution of this
22 litigation;

23 ii. Class certification will obviate the need for unduly duplicative litigation
24 that would create the risk of:

25 1. Inconsistent or varying adjudications with respect to individual
26 members of the CALIFORNIA CLASS, which would establish
27 incompatible standards of conduct for the DEFENDANTS;
28 and/or;

2. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

iii. In the context of wage litigation, because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANTS, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

31. The Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANTS' employment practices were uniform and systematically applied with respect to the CALIFORNIA CLASS.

b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

- 1 c. The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before the Court;
- 3 d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to
4 obtain effective and economic legal redress unless the action is maintained as a
5 Class Action;
- 6 e. There is a community of interest in obtaining appropriate legal and equitable
7 relief for the acts of unfair competition, statutory violations and other
8 improprieties, and in obtaining adequate compensation for the damages and
9 injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA
10 CLASS;
- 11 f. There is a community of interest in ensuring that the combined assets of
12 DEFENDANTS are sufficient to adequately compensate the members of the
13 CALIFORNIA CLASS for the injuries sustained;
- 14 g. DEFENDANTS has acted or refused to act on grounds generally applicable to
15 the CALIFORNIA CLASS, thereby making final class-wide relief appropriate
16 with respect to the CALIFORNIA CLASS as a whole;
- 17 h. The members of the CALIFORNIA CLASS are readily ascertainable from the
18 business records of DEFENDANTS; and
- 19 i. Class treatment provides manageable judicial treatment calculated to bring an
20 efficient and rapid conclusion to all litigation of all wage and hour related claims
21 arising out of the conduct of DEFENDANTS as to the members of the
22 CALIFORNIA CLASS.

23 32. DEFENDANTS maintain records from which the Court can ascertain and
24 identify by job title each of DEFENDANTS' employees who as have been systematically,
25 intentionally and uniformly subjected to DEFENDANTS' company policy, practices and
26 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include
27 any additional job titles of similarly situated employees when they have been identified.

28 //

THE CALIFORNIA LABOR SUB-CLASS

33. PLAINTIFF further bring the Second, Third, Fourth Fifth, Sixth, and Seventh, causes of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by Defendant TVJ and/or Defendant P&H in California and paid on a draw vs. commission compensation scheme or another commission-based compensation scheme in California (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period beginning April 6, 2017 and ending on the date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

34. DEFENDANTS, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby DEFENDANTS failed to correctly calculate compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANTS have uniformly denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANTS, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

35. DEFENDANTS maintain records from which the Court can ascertain and identify by name and job title, each of DEFENDANTS’ employees who have been systematically, intentionally and uniformly subjected to DEFENDANTS’ company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

1 36. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
2 CALIFORNIA LABOR SUB-CLASS Members is impracticable

3 37. Common questions of law and fact exist as to members of the CALIFORNIA
4 LABOR SUB-CLASS, including, but not limited, to the following:

- 5 a. Whether DEFENDANTS unlawfully failed to correctly calculate and pay
6 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for
7 missed meal and rest breaks in violation of the California Labor Code and
8 California regulations and the applicable California Wage Order;
- 9 b. Whether DEFENDANTS unlawfully failed to pay compensation due to members
10 of the CALIFORNIA LABOR SUB-CLASS for rest breaks in violation of the
11 California Labor Code and California regulations and the applicable California
12 Wage Order;
- 13 c. Whether DEFENDANTS failed to provide PLAINTIFF and the other members
14 of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage
15 statements;
- 16 d. Whether DEFENDANTS have engaged in unfair competition by the above-listed
17 conduct;
- 18 e. The proper measure of damages and penalties owed to the members of the
19 CALIFORNIA LABOR SUB-CLASS; and,
- 20 f. Whether DEFENDANTS' conduct was willful.

21 38. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS
22 under California law by:

- 23 a. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
24 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized
25 statement in writing showing the corresponding correct amount of wages earned
26 by the employee, the total amount of hours worked, and the correct legal entity
27 that was their employer;

- b. Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment,
- c. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- d. Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties;
- e. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and paying them separately for legally required paid rest breaks.

39. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;

- 1 c. The claims of the representative PLAINTIFF are typical of the claims of each
2 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the
3 other members of the CALIFORNIA LABOR SUB-CLASS, was a
4 commissioned employee paid on a draw vs. commission basis who was subjected
5 to the DEFENDANTS' practice and policy which failed to pay the correct
6 amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF
7 sustained economic injury as a result of DEFENDANTS' employment practices.
8 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were
9 and are similarly or identically harmed by the same unlawful, deceptive, unfair
10 and pervasive pattern of misconduct engaged in by DEFENDANTS; and
- 11 d. The representative PLAINTIFF will fairly and adequately represent and protect
12 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained
13 counsel who are competent and experienced in Class Action litigation. There are
14 no material conflicts between the claims of the representative PLAINTIFF and
15 the members of the CALIFORNIALABOR SUB-CLASS that would make class
16 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
17 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS
18 Members.

19 40. In addition to meeting the statutory prerequisites to a Class Action, this action is
20 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 21 a. Without class certification and determination of declaratory, injunctive, statutory
22 and other legal questions within the class format, prosecution of separate actions
23 by individual members of the CALIFORNIA LABOR SUB-CLASS will create
24 the risk of:
- 25 i. Inconsistent or varying adjudications with respect to individual members
26 of the CALIFORNIA LABOR SUB-CLASS which would establish
27 incompatible standards of conduct for the parties opposing the
28 CALIFORNIA LABOR SUB-CLASS; or

1 ii. Adjudication with respect to individual members of the CALIFORNIA
2 LABOR SUB-CLASS which would as a practical matter be dispositive of
3 interests of the other members not party to the adjudication or
4 substantially impair or impede their ability to protect their interests.

5 b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
6 refused to act on grounds generally applicable to the CALIFORNIA LABOR
7 SUB-CLASS, making appropriate class-wide relief with respect to the
8 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANTS
9 uniformly fail to pay all wages due. Including the correct wages for all time
10 worked by the members of the CALIFORNIA LABOR SUB-CLASS as required
11 by law;

12 c. Common questions of law and fact predominate as to the members of the
13 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
14 violations of California Law as listed above, and predominate over any question
15 affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a
16 Class Action is superior to other available methods for the fair and efficient
17 adjudication of the controversy, including consideration of:

18 i. The interests of the members of the CALIFORNIA LABOR SUB-
19 CLASS in individually controlling the prosecution or defense of separate
20 actions in that the substantial expense of individual actions will be
21 avoided to recover the relatively small amount of economic losses
22 sustained by the individual CALIFORNIA LABOR SUB-CLASS
23 Members when compared to the substantial expense and burden of
24 individual prosecution of this litigation;

25 ii. Class certification will obviate the need for unduly duplicative litigation
26 that would create the risk of:

27 1. Inconsistent or varying adjudications with respect to individual
28 members of the CALIFORNIA LABOR SUB-CLASS, which

1 would establish incompatible standards of conduct for the
2 DEFENDANT; and/or,

3 2. Adjudications with respect to individual members of the
4 CALIFORNIA LABOR SUB-CLASS would as a practical matter
5 be dispositive of the interests of the other members not parties to
6 the adjudication or substantially impair or impede their ability to
7 protect their interests;

8 iii. In the context of wage litigation because a substantial number of
9 individual CALIFORNIA LABOR SUB-CLASS Members will avoid
10 asserting their legal rights out of fear of retaliation by DEFENDANTS,
11 which may adversely affect an individual's job with DEFENDANTS or
12 with a subsequent employer, the Class Action is the only means to assert
13 their claims through a representative; and,

14 iv. A class action is superior to other available methods for the fair and
15 efficient adjudication of this litigation because class treatment will
16 obviate the need for unduly and unnecessary duplicative litigation that is
17 likely to result in the absence of certification of this action pursuant to
18 Cal. Code of Civ. Proc. § 382.

19 41. This Court should permit this action to be maintained as a Class Action pursuant
20 to Cal. Code of Civ. Proc. § 382 because:

- 21 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-
22 CLASS predominate over any question affecting only individual CALIFORNIA
23 LABOR SUB-CLASS Members;
- 24 b. A Class Action is superior to any other available method for the fair and efficient
25 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-
26 CLASS because in the context of employment litigation a substantial number of
27 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
28

1 their rights individually out of fear of retaliation or adverse impact on their
2 employment;

3 c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that
4 it is impractical to bring all members of the CALIFORNIA LABOR SUB-
5 CLASS before the Court;

6 d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will
7 not be able to obtain effective and economic legal redress unless the action is
8 maintained as a Class Action;

9 e. There is a community of interest in obtaining appropriate legal and equitable
10 relief for the acts of unfair competition, statutory violations and other
11 improprieties, and in obtaining adequate compensation for the damages and
12 injuries which DEFENDANTS' actions have inflicted upon the CALIFORNIA
13 LABOR SUB-CLASS;

14 f. There is a community of interest in ensuring that the combined assets of
15 DEFENDANTS are sufficient to adequately compensate the members of the
16 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

17 g. DEFENDANTS have acted or refused to act on grounds generally applicable to
18 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief
19 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

20 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily
21 ascertainable from the business records of DEFENDANTS. The CALIFORNIA
22 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who were
23 employed by DEFENDANTS in California during the CALIFORNIA LABOR
24 SUB-CLASS PERIOD; and

25 i. Class treatment provides manageable judicial treatment calculated to bring an
26 efficient and rapid conclusion to all litigation of all wage and hour related claims
27 arising out of the conduct of DEFENDANTS as to the members of the
28 CALIFORNIA LABOR SUB-CLASS.

1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL BUSINESS PRACTICES**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

5 42. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 43. DEFENDANTS are a “person” as that term is defined under Cal. Bus. And Prof.
9 Code § 17021.

10 44. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
12 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition may
15 be enjoined in any court of competent jurisdiction. The court may make such orders or
16 judgments, including the appointment of a receiver, as may be necessary to prevent the
17 use or employment by any person of any practice which constitutes unfair competition,
as defined in this chapter, or as may be necessary to restore to any person in interest any
money or property, real or personal, which may have been acquired by means of such
unfair competition. (Cal. Bus. & Prof. Code § 17203).

18 45. By the conduct alleged herein, DEFENDANTS have engaged and continue to
19 engage in a business practice which violates California law, including but not limited to, the
20 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
21 including Sections 204, 206.5, 210, 226.7, 512, 558, 1194, 1197, 1197.1, 1198 & 2802, for
22 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
23 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
24 unfair competition, including restitution of wages wrongfully withheld.

25 46. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and
26 unfair in that these practices violated public policy, were immoral, unethical, oppressive
27 unscrupulous or substantially injurious to employees, and were without valid justification or
28 utility for which this Court should issue equitable and injunctive relief pursuant to Section

1 17203 of the California Business & Professions Code, including restitution of wages wrongfully
2 withheld.

3 47. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and
6 rest periods and minimum wages due to a systematic business practice that cannot be justified,
7 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in
8 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive
9 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
10 wrongfully withheld.

11 48. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
12 unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFFS and
13 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
14 DEFENDANTS.

15 49. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
16 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
17 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS
18 members as required by Cal. Lab. Code §§ 226.7 and 512.

19 50. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
20 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
21 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
22 for each workday in which a second off-duty meal period was not timely provided for each ten
23 (10) hours of work.

24 51. PLAINTIFF further demands on behalf of themselves and on behalf of each
25 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
26 was not timely provided as required by law.

27 52. By and through the unlawful and unfair business practices described herein,
28 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the

1 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
2 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
3 detriment of these employees and to the benefit of DEFENDANTS so as to allow
4 DEFENDANTS to unfairly compete against competitors who comply with the law.

5 53. All the acts described herein as violations of, among other things, the Industrial
6 Welfare Commission Wage Orders, the California Code of Regulations, and the California
7 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
8 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
9 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

10 54. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
11 and do, seek such relief as may be necessary to restore to them the money and property which
12 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
13 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
14 unfair business practices, including earned but unpaid wages for all time worked.

15 55. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
16 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
17 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
18 engaging in any unlawful and unfair business practices in the future.

19 56. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
20 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
21 of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated.
22 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
24 irreparable legal and economic harm unless DEFENDANTS are restrained from continuing to
25 engage in these unlawful and unfair business practices.

26 //

27 //

SECOND CAUSE OF ACTION

**FAILURE TO PROVIDE REQUIRED MEAL PERIODS
(Cal. Lab. Code §§ 226.7 & 512)**

(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all Defendants)

57. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

58. During the CALIFORNIA CLASS PERIOD, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

59. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

60. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIRD CAUSE OF ACTION

**FAILURE TO PROVIDE REQUIRED REST PERIODS
(Cal. Lab. Code §§ 226.7 & 512)**

(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all Defendants)

61. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

62. In addition, because of DEFENDANTS' compensation pay plan described herein, DEFENDANTS failed to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. DEFENDANTS did not have a policy or practice which paid for off-duty rest periods to PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

63. Additionally, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

1 64. DEFENDANTS further violated California Labor Code §§ 226.7 and the
2 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR
3 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable
4 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
5 each workday that rest period was not provided.

6 65. As a proximate result of the aforementioned violations, PLAINTIFF and
7 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
8 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

12 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all
Defendants)**

13 66. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 67. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
17 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor
18 Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to
19 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
20 Members.

21 68. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
22 public policy, an employer must timely pay its employees for all hours worked.

23 69. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a lesser wage
25 than the minimum so fixed is unlawful.

26 70. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
27 including minimum wage compensation and interest thereon, together with the costs of suit.
28

1 71. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
3 amount of time they worked, including time spent engaging in non-sales related work tasks
4 while off the clock. As set forth herein, DEFENDANT's uniform policy and practice was to
5 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other
6 members of the CALIFORNIA LABOR SUB-CLASS.

7 72. DEFENDANTS' uniform pattern of unlawful wage and hour practices
8 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a
9 whole, as a result of implementing a uniform policy and practice that denied accurate
10 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
11 CLASS in regards to minimum wage pay.

12 73. In committing these violations of the California Labor Code, DEFENDANTS
13 inaccurately calculated the correct time worked and consequently underpaid the actual time
14 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
15 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other
16 benefits in violation of the California Labor Code, the Industrial Welfare Commission
17 requirements and other applicable laws and regulations.

18 74. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
19 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
20 receive the correct minimum wage compensation for their time worked for DEFENDANTS.

21 75. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
22 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
23 than they were entitled to, constituting a failure to pay all earned wages.

24 76. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
25 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
26 CLASS for the true time they worked, PLAINTIFF and the other members of the
27 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
28

1 injury in amounts which are presently unknown to them and which will be ascertained
2 according to proof at trial.

3 77. DEFENDANT knew or should have known that PLAINTIFF and the other
4 members of the CALIFORNIA LABOR SUB-CLASS are under-compensated for their time
5 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
6 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy,
7 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
8 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
9 correct minimum wages for their time worked.

10 78. In performing the acts and practices herein alleged in violation of California
11 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
12 CLASS for all time worked and provide them with the requisite compensation, DEFENDANT
13 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
14 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter
15 disregard for their legal rights, or the consequences to them, and with the despicable intent of
16 depriving them of their property and legal rights, and otherwise causing them injury in order to
17 increase company profits at the expense of these employees.

18 79. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
19 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
20 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by
21 the California Labor Code and/or other applicable statutes. To the extent minimum wage
22 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
23 who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§
24 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
25 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA
26 LABOR SUB-CLASS Members. DEFENDANTS' conduct as alleged herein was willful,
27 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-
28 CLASS Members are entitled to seek and recover statutory costs.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

3 **(Cal. Lab. Code § 226)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all Defendants)**

5 80. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,
6 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
7 this Complaint.

8 81. Cal. Labor Code § 226 provides that an employer must furnish employees with
9 an “accurate itemized” statement in writing showing:

- 10 a. Gross wages earned,
- 11 b. (2) total hours worked by the employee, except for any employee whose
12 compensation is solely based on a salary and who is exempt from payment
13 of overtime under subdivision (a) of Section 515 or any applicable order
14 of the Industrial Welfare Commission,
- 15 c. the number of piecerate units earned and any applicable piece rate if the
16 employee is paid on a piece-rate basis,
- 17 d. all deductions, provided that all deductions made on written orders of the
18 employee may be aggregated and shown as one item,
- 19 e. net wages earned,
- 20 f. the inclusive dates of the period for which the employee is paid,
- 21 g. the name of the employee and his or her social security number, except that by
22 January 1, 2008, only the last four digits of his or her social security number of
23 an employee identification number other than social security number may be
24 shown on the itemized statement,
- 25 h. the name and address of the legal entity that is the employer, and
- 26 i. all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate by the employee.
- 28

1 82. When DEFENDANTS did not accurately record PLAINTIFF's and other
2 CALIFORNIA CLASS Members' missed meal breaks and unpaid rest breaks and/or minimum
3 wages owed, DEFENDANTS violated Cal. Lab. Code § 226 in that DEFENDANTS failed to
4 provide an accurate wage statement in writing that properly and accurately itemizes all missed
5 meal periods incurred by PLAINTIFF and the other members of the CALIFORNIA LABOR
6 SUB-CLASS and thereby also failed to set forth the correct wages earned by the employees.
7 Aside, from the violations listed above in this paragraph, DEFENDANTS failed to issue to
8 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
9 Code 226 *et seq.*

10 83. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab.
11 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
12 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
13 expended calculating the correct wages for all missed meal and rest breaks and the amount of
14 employment taxes which were not properly paid to state and federal tax authorities. These
15 damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars
17 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
18 (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an
19 amount according to proof at the time of trial (but in no event more than four thousand dollars
20 (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-
21 CLASS herein).

22 **SIXTH CAUSE OF ACTION**

23 **FOR FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES**

24 **(Cal. Lab. Code §§ 2802)**

25 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all
26 Defendants)**

27 84. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
28 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
paragraphs of this Complaint.

1 85. Cal. Lab. Code § 2802 provides, in relevant part, that:

2 An employer shall indemnify his or her employee for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her
4 duties, or of his or her obedience to the directions of the employer, even though
5 unlawful, unless the employee, at the time of obeying the directions, believed them
6 to be unlawful.

7 86. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by
8 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
9 members for required expenses incurred in the discharge of their job duties for DEFENDANTS'
10 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
11 CLASS members for expenses which included, but were not limited to, costs related to using
12 their personal cellular phones all on behalf of and for the benefit of DEFENDANTS.
13 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
14 DEFENDANTS to use their personal cell phones to respond to work related issues.
15 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
16 the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their
17 personal cellular phones for DEFENDANTS within the course and scope of their employment
18 for DEFENDANTS. These expenses were necessary to complete their principal job duties.
19 DEFENDANTS is estopped by DEFENDANTS's conduct to assert any waiver of this
20 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and
21 the CALIFORNIA LABOR SUB-CLASS members, DEFENDANTS failed to indemnify and
22 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these
23 expenses as an employer is required to do under the laws and regulations of California.

24 87. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred
25 by her and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job
26 duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest
27 at the statutory rate and costs under Cal. Lab. Code § 2802.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SEVENTH CAUSE OF ACTION
FOR FAILURE TO TIMELY PAY WAGES WHEN DUE
(Cal. Lab. Code §§ 201, 202, 203)
(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all Defendants)

88. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-LASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

89. Cal. Lab. Code § 200 provides, in relevant part, that:

As used in this article:(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.(b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

90. Cal. Lab. Code § 201 provides, in relevant part, “that If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

91. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting

1 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
2 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
3 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
4 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
5 Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be
6 subject to arbitration.

7 98. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, bring this Representative Action on behalf of the State of California with respect to
10 themselves and all individuals who are or previously were employed by Defendant TVJ and/or
11 Defendant P&H and in California and compensated on a draw vs. commission compensation
12 plan or another commission-based compensation plan during the time period of _____ until
13 the present (the "AGGRIEVED EMPLOYEES").

14 99. On _____, PLAINTIFF gave written notice by certified mail to the Labor and
15 Workforce Development Agency (the "Agency") and the employer of the specific
16 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
17 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
18 period for PLAINTIFF to add these allegations to the Complaint has expired. As a result,
19 pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under
20 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
21 AGGRIEVED EMPLOYEES as herein defined.

22 100. The policies, acts and practices heretofore described were and are an unlawful
23 business act or practice because Defendant (a) failed to properly record and pay PLAINTIFF
24 and the other AGGRIEVED EMPLOYEES for all of the hours they worked, including
25 minimum wage and overtime wages in violation of the Wage Order, (b) failed to provide meal
26 and rest breaks, (c) failed to provide accurate itemized wage statements, and (d) failed to timely
27 pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5,
28 including but not limited to Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 512, 558,

1 1194, 1197, 1197.1, 2802, and the applicable Industrial Wage Order(s), and thereby gives rise to
2 statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil
3 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
4 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
5 the other AGGRIEVED EMPLOYEES.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for a judgment against each Defendants, jointly and
9 severally, as follows:

10 1. On behalf of the CALIFORNIA CLASS:

- 11 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
12 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
13 b. An order temporarily, preliminarily and permanently enjoining and restraining
14 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
15 c. An order requiring DEFENDANT to pay all overtime wages and all sums
16 unlawfully withheld from compensation due to PLAINTIFFS and the other
17 members of the CALIFORNIA CLASS; and
18 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
19 for restitution of the sums incidental to DEFENDANT's violations due to
20 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

21 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 22 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes
23 of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
24 pursuant to Cal. Code of Civ. Proc. § 382;
25 b. Compensatory damages, according to proof at trial, including compensatory
26 damages for minimum wage compensation and rest break compensation due to
27 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,
28 during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest

thereon at the statutory rate;

c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226; and

e. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit;

f. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and

g. The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

//

//

//

//

//

//

//

//

1 4. On all claims:

- 2 a. An award of interest, including prejudgment interest at the legal rate;
- 3 b. Such other and further relief as the Court deems just and equitable; and
- 4 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the
- 5 law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or §
- 6 1194.

7

8 DATED: _____, 2020

9 **ZAKAY LAW GROUP, APLC**

10

11 By: _____

12 Shani O. Zakay

13 Attorney for PLAINTIFF

14

15 **DEMAND FOR A JURY TRIAL**

16 PLAINTIFFS demand a jury trial on issues triable to a jury.

17

18 DATED: _____, 2020

19 **ZAKAY LAW GROUP, APLC**

20

21 By: _____

22 Shani O. Zakay

23 Attorney for PLAINTIFF

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

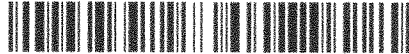
EXHIBIT 1

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *Peter Howard Inc.*

Michael Bourget
700 E. Betteravia Rd.
Santa Maria CA 93454



9590 9402 5466 9249 9960 49

2. Article Number (Transfer from service label)

7019 2280 0002 0097 5101

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|---|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Registered Mail | |
| ☐ Registered Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT 3

WARNING: Do not accept this document unless you can see a faint watermark and verify it from both sides.

Zakay Law Group, APLC

3990 Old Town Ave. Ste C204
San Diego, CA 92110

001159

Date

8/24/2020

16-3776/1220
8301

PAY
TO THE
ORDER OF

L WDA

\$ 75⁰⁰

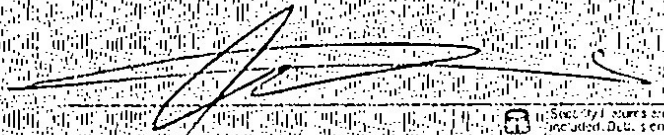
SEVENTY FIVE

DOLLARS

 First Citizens Bank

FOR

20401 PPA Fee



 Security: This document is protected by a security code.

⑈001159⑈ ⑆122037760⑆001064446292⑈

EXHIBIT 4

Tesla Stone

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, February 10, 2021 1:21 PM
To: Leilani Edmonds
Subject: Thank you for your Court Complaint Submission.

02/10/2021 01:20:23 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 5

EXHIBIT 6

Activities Export

09/08/2021

2:42 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
08/24/2020	\$	Photocopies - PAGA Letters ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	21.25	-	21.25
08/24/2020	\$	Postage - PAGA Letters ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	16.50	-	16.50
08/24/2020	\$	PAGA Filing Fee ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	75.00	-	75.00
02/22/2021	\$	Filing Fee - CMS ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	41.15	-	41.15
03/22/2021	\$	Mediation Fees ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	4,500.00	-	4,500.00
03/22/2021	\$	Photocopies and Postage - Payment for mediation ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	0.76	-	0.76
04/29/2021	\$	OneLegal Fee ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	17.66	-	17.66
05/19/2021	\$	Damage Expert Costs ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	-	650.00	-	650.00
					0.00h		\$0.00 0.0h	\$5,322.32 0.0h

JCL Law Firm

Transaction Report
All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Ledesma v. TVJ & Sons (002-155)								
08/31/2020	Journal Entry	June-Aug 2020 Postage		Postage for June-Aug 2020	Client costs deferred	-Split-	6.90	6.90
10/30/2020	Expense		One Legal LLC	One Legal Order Number 15400534 - Re: Civil Case Cover Sheet, Summons, Complaint	Client costs deferred	Chase Card 7349	464.56	471.46
10/31/2020	Journal Entry	OCT. 2020 Postage		Copies for Oct. 2020	Client costs deferred	-Split-	0.10	471.56
03/22/2021	Check	2422	Serratore Law	Mediation	Client costs deferred	US Bank-Checking - 4270	4,500.00	4,971.56
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	0.70	4,972.26
05/18/2021	Check	2473	Berger Consulting Group	Invoice No. 4217	Client costs deferred	US Bank-Checking - 4270	650.00	5,622.26
Total for Ledesma v. TVJ & Sons (002-155)							\$5,622.26	
TOTAL							\$5,622.26	

EXHIBIT 7

Activities Export

09/08/2021

2:42 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
08/22/2020		Review the file. Draft complaint and PAGA letters.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	6.00	550.00	-	3,300.00
08/22/2020		Multiple calls with the client regarding documents and claims in preparation for filing the complaint.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	2.00	550.00	-	1,100.00
08/24/2020		Process filing of PAGA notice with LWDA and serve on defendant. Process payment to LWDA.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	1.00	550.00	-	550.00
09/02/2020		Review email from new OPC. Update case sheet. Discuss new OPC with co-counsel.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.30	550.00	-	165.00
09/18/2020		Review client's file and emails with co-counsel regarding necessary work accordingly.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	1.50	550.00	-	825.00
09/30/2020		Emails with OPC and staff to schedule a call.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
09/30/2020		Call with TVJ to discuss possible early mediation.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00
10/05/2020		Discussion with co-counsel regarding mediators. Email to OPC	30401-Ledesma Luis Alberto Ledesma v.	Shani Zakay	0.40	550.00	-	220.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

Activities Export

09/08/2021

2:42 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		regarding mediators, mediation, necessary discovery, and tolling agreement. ● Unbilled	TVJ Sons I, Inc.					
10/07/2020	🕒	Emails with OPC and co-counsel regarding mediator's selection. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
10/20/2020	🕒	Discussion and correspondence with co-counsel and staff regarding filing of complaint. Emails with Serratore's office and OPC regarding mediation dates. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00
10/20/2020	🕒	Draft tolling agreement. Telephone conversation with OPC and staff regarding filing of compliant and mediation. Send tolling agreement to OPC for signature. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	1.50	550.00	-	825.00
10/20/2020	🕒	More emails with OPC and mediator's office to schedule the mediation. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.40	550.00	-	220.00
10/21/2020	🕒	Review mediation confirmation letter and invoice and upload to CLIO. Calendar all relevant dates accordingly. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.70	550.00	-	385.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

Activities Export

09/08/2021

2:42 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
10/21/2020		More work on the tolling agreement and emails with OPC regarding the same.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.40	550.00	-	220.00
10/25/2020		Follow up emails regarding mediation and tolling.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
10/28/2020		Follow up on filing of complaint.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.10	550.00	-	55.00
10/29/2020		Draft PAGA only complaint and emails with staff regarding the same.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	3.00	550.00	-	1,650.00
10/30/2020		Review filed complaint and related documents and update case sheet. Emails with staff regarding judge and service.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00
01/12/2021		Emails with mediator's office regarding mediation via Zoom.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
02/15/2021		Drafted CMS - T.D.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	150.00	-	75.00
02/15/2021		Review and revise the CMS.  Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00

Activities Export

09/08/2021

2:42 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
02/16/2021		Finalize, file and serve the CMS. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.30	550.00	-	165.00
02/17/2021		Emails with OPC regarding the CMS. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.10	550.00	-	55.00
02/17/2021		Review and revise the CMS and emails with staff regarding the same. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.30	550.00	-	165.00
02/22/2021		Review revised CMS and execute. Discuss with staff. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
02/22/2021		Calling court clerk for Motion for Approval; Calendaring - T.D. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	150.00	-	75.00
02/23/2021		Review notice of CMC and upload to CLIO ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.10	550.00	-	55.00
02/24/2021		Review filed CMS and upload to CLIO. Review invoice and update expenses. Emails to staff accordingly. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.10	550.00	-	55.00
03/02/2021		Emails regarding appearance at CMC tomorrow and remote appearance.	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

Activities Export

09/08/2021

2:42 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		● Unbilled						
03/03/2021	🕒	Prepare for and attend CMC ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	1.00	550.00	-	550.00
03/22/2021	🕒	Process payment for mediation. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.10	550.00	-	55.00
03/30/2021	🕒	Review data for mediation. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	2.00	550.00	-	1,100.00
03/31/2021	🕒	Emails with OPC regarding data for mediation. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.40	550.00	-	220.00
04/02/2021	🕒	Emails with Attorney Hom regarding mediation brief. emails with OPC regarding PAGA period. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.30	550.00	-	165.00
04/08/2021	🕒	Emails with OPC and discussion with Attorney Hom regarding data points and mediation brief. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
04/08/2021	🕒	Review various policies produced for mediation. Work on the mediation brief with Attorney Hom. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	5.00	550.00	-	2,750.00
04/08/2021	🕒	Draft mediation brief	30401-Ledesma	Jackland	7.00	350.00	-	2,450.00
					84.50h		\$0.00	\$39,175.00
							0.0h	84.5h

Activities Export

09/08/2021

2:42 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		● Unbilled	Luis Alberto Ledesma v. TVJ Sons I, Inc.	Hom				
04/09/2021	🕒	Revise mediation brief ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	1.00	350.00	-	350.00
04/09/2021	🕒	Finalize mediation brief and exhibits. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	0.80	350.00	-	280.00
04/13/2021	🕒	Review damage model and discuss with co-counsel. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00
04/13/2021	🕒	Emails with Attorney Zakay and co-counsel regarding mediation ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	0.30	350.00	-	105.00
04/15/2021	🕒	Review and sign confidentiality agreement for mediation. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.30	550.00	-	165.00
04/15/2021	🕒	Research regarding class action requirements/standing for PAGA claims ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	0.50	350.00	-	175.00
04/15/2021	🕒	Review Defendant's employee handbooks in preparation for mediation and draft atty notes on findings ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	1.00	350.00	-	350.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

Activities Export

09/08/2021

2:42 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
04/16/2021		Prepare for and attend mediation. Work on MOU. 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	9.00	550.00	-	4,950.00
04/16/2021		Prepare for and attend mediation. Work on MOU. 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	9.00	350.00	-	3,150.00
04/22/2021		Review bid from ILYM for administration. 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.10	550.00	-	55.00
04/28/2021		Review and revise the CMS. 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
04/28/2021		Further review and revisions to the CMS. 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
04/29/2021		putting cms and pos together and efilng docs 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	1.00	150.00	-	150.00
05/04/2021		Emails with PLA's defense counsel re signature on MOU 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	0.20	350.00	-	70.00
05/04/2021		Emails with OPC regarding the CMC. 	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
05/05/2021		Multiple emails with OPC and co-counsel regarding the upcoming	30401-Ledesma Luis Alberto Ledesma v.	Shani Zakay	0.20	550.00	-	110.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

Activities Export

09/08/2021

2:42 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		CMC. ● Unbilled	TVJ Sons I, Inc.					
05/19/2021	🕒	Prepare for and attend CMC ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	1.00	350.00	-	350.00
05/19/2021	🕒	Review and revise the PAGA settlement agreement. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	3.00	550.00	-	1,650.00
05/21/2021	🕒	Review and revise individual settlement agreement and letter to go with the checks. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	1.00	550.00	-	550.00
06/22/2021	🕒	More work on the settlement agreements. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.40	550.00	-	220.00
06/23/2021	🕒	Work on the settlement agreements. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00
07/14/2021	🕒	Start drafting Motion for PAGA Approval ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	1.50	350.00	-	525.00
07/15/2021	🕒	Draft P&A to Motion for PAGA Approval ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	4.00	350.00	-	1,400.00
07/16/2021	🕒	Draft Declaration to MPA and revise P&A	30401-Ledesma Luis Alberto Ledesma v.	Jackland Hom	3.00	350.00	-	1,050.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

Activities Export

09/08/2021

2:42 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		● Unbilled	TVJ Sons I, Inc.					
08/20/2021	🕒	Review and revise the MPA ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	3.00	550.00	-	1,650.00
08/20/2021	🕒	Revise MPA memorandum and Dec. ISO ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	1.30	350.00	-	455.00
08/23/2021	🕒	Emails regarding MPA and review by OPC ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.20	550.00	-	110.00
08/23/2021	🕒	Finalize drafts of MPA and send to OPC for review ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	0.40	350.00	-	140.00
08/25/2021	🕒	More work on the motion for approval. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.30	550.00	-	165.00
08/29/2021	🕒	More work on the motion for approval. ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Shani Zakay	0.50	550.00	-	275.00
09/07/2021	🕒	Finalize motion for approval ● Unbilled	30401-Ledesma Luis Alberto Ledesma v. TVJ Sons I, Inc.	Jackland Hom	1.50	350.00	-	525.00
					84.50h		\$0.00 0.0h	\$39,175.00 84.5h

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
Ledesma v. TVJ & Sons (002-155)						
07/20/2020	Jean Claude Lapuyade	Fact Investigation - Client Intake	500.00	2:06	Yes	1,050.00
07/21/2020	Jean Claude Lapuyade	Legal Research - Meal and Rest	500.00	1:30	Yes	750.00
07/23/2020	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	500.00	1:54	Yes	950.00
07/24/2020	Jean Claude Lapuyade	Drafted Fee Agreement	500.00	2:00	Yes	1,000.00
07/30/2020	Jean Claude Lapuyade	Fact Investigation - Client Interview	500.00	1:06	Yes	550.00
07/31/2020	Jean Claude Lapuyade	Drafted Employee File Demand	500.00	2:00	Yes	1,000.00
08/20/2020	Jean Claude Lapuyade	R&R Email from OC Vahdani	500.00	0:12	Yes	100.00
08/20/2020	Jean Claude Lapuyade	Pleadings - Drafted PAGA Notice	500.00	2:00	Yes	1,000.00
08/24/2020	Jean Claude Lapuyade	Finalized PAGA Notice	500.00	1:00	Yes	500.00
08/25/2020	Jean Claude Lapuyade	R&R Emails with OC Vahdani	500.00	0:18	Yes	150.00
09/02/2020	Jean Claude Lapuyade	R&R Emails with OC Usama	500.00	0:12	Yes	100.00
09/16/2020	Jean Claude Lapuyade	R&R Emails w/ OC Usama	500.00	0:12	Yes	100.00
09/17/2020	Jean Claude Lapuyade	R&R Emails w/ OC Usama Re File Production	500.00	0:18	Yes	150.00
09/21/2020	Jean Claude Lapuyade	Fact Investigation - Reviewed Employee File from Defendant	500.00	4:24	Yes	2,200.00
09/23/2020	Jean Claude Lapuyade	Legal Research - 226, 203, 510 and 58	500.00	4:00	Yes	2,000.00
09/24/2020	Jean Claude Lapuyade	Drafted Status Letter to Client Re Case Evaluation	500.00	3:06	Yes	1,550.00
09/25/2020	Jean Claude Lapuyade	TCW Client Re Case Evaluation	500.00	1:00	Yes	500.00
09/30/2020	Jean Claude Lapuyade	Emails w/ OC Rauchwerger Re Claim Status	500.00	0:30	Yes	250.00
10/05/2020	Jean Claude Lapuyade	Pleadings - Drafted Complaint	500.00	1:24	Yes	700.00
10/05/2020	Jean Claude Lapuyade	Emails w/ OC Rauchwerger Re Claim Status	500.00	0:18	Yes	150.00
10/08/2020	Jean Claude Lapuyade	Legal Research - PAGA Exhaustion	500.00	1:54	Yes	950.00
10/20/2020	Jean Claude Lapuyade	Pleading - Finalized Complaint	500.00	1:06	Yes	550.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
10/20/2020	Jean Claude Lapuyade	Emails w/ OC Raucherwerger Re Status	500.00	0:30	Yes	250.00
10/21/2020	Jean Claude Lapuyade	Emails w/ OC Raucherwerger Re Claim Status	500.00	0:18	Yes	150.00
10/22/2020	Jean Claude Lapuyade	TCW Client Re Complaint	500.00	0:48	Yes	400.00
10/26/2020	Jean Claude Lapuyade	Emails to/form OC DR Re Claim Status	500.00	0:30	Yes	250.00
10/29/2020	Jean Claude Lapuyade	Finalized Complaint for filing	500.00	0:18	Yes	150.00
11/12/2020	Jean Claude Lapuyade	Drafted Client Status Letter	500.00	2:00	Yes	1,000.00
11/17/2020	Jean Claude Lapuyade	TCW Client Re Case Status	500.00	0:42	Yes	350.00
01/07/2021	Jean Claude Lapuyade	Drafted Client Status Letter	500.00	1:06	Yes	550.00
01/13/2021	Jean Claude Lapuyade	TCW Client Re Case Status	500.00	0:18	Yes	150.00
02/11/2021	Jean Claude Lapuyade	Drafted CMS	500.00	0:24	Yes	200.00
02/18/2021	Jean Claude Lapuyade	R&R Court Assignment	500.00	0:12	Yes	100.00
02/23/2021	Jean Claude Lapuyade	Drafted Client Status Letter	500.00	1:18	Yes	650.00
03/03/2021	Jean Claude Lapuyade	Attended CMC	500.00	1:00	Yes	500.00
03/17/2021	Jean Claude Lapuyade	Fact Investigation - Reviewed Data Production	500.00	4:06	Yes	2,050.00
03/19/2021	Jean Claude Lapuyade	Legal Research - 2802 Reimbursement	500.00	3:00	Yes	1,500.00
03/25/2021	Jean Claude Lapuyade	Mediation - Legal Research Mediation Issues	500.00	5:18	Yes	2,650.00
03/29/2021	Jean Claude Lapuyade	Legal Research - Meal and Rest, 226	500.00	1:30	Yes	750.00
03/30/2021	Jean Claude Lapuyade	Fact Investigation - R&R Mediation Data	500.00	3:12	Yes	1,600.00
03/31/2021	Jean Claude Lapuyade	TCW Expert Re Mediation Analysis	500.00	1:48	Yes	900.00
04/06/2021	Jean Claude Lapuyade	TCW Client Re Mediation and Fact Investigation	500.00	2:18	Yes	1,150.00
04/07/2021	Jean Claude Lapuyade	Law and Motion - Review and Revise Mediation Brief	500.00	3:30	Yes	1,750.00
04/16/2021	Jean Claude Lapuyade	Attended Mediation	500.00	8:24	Yes	4,200.00
04/27/2021	Jean Claude	R&R Settlement Agreement	500.00	0:48	Yes	400.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
05/06/2021	Lapuyade Jean Claude	R&R MOU	500.00	0:30	Yes	250.00
05/17/2021	Lapuyade Jean Claude	R&R Emails w/ OC UK Re Settlement Agreement	500.00	0:24	Yes	200.00
05/18/2021	Lapuyade Jean Claude	Review and Revised Settlement Agreement	500.00	2:06	Yes	1,050.00
05/19/2021	Lapuyade Jean Claude	Meeting w/ Plaintiff's Counsel Re Settlement Status	500.00	0:30	Yes	250.00
05/21/2021	Lapuyade Jean Claude	Drafting - R&R Notice to Aggrieved Employees	500.00	1:12	Yes	600.00
05/24/2021	Lapuyade Jean Claude	Emails to Admin Re Settlement Admin Assignment and Bid	500.00	0:30	Yes	250.00
06/21/2021	Lapuyade Jean Claude	Emails to/from OC Re Settlement Agreement	500.00	0:30	Yes	250.00
06/22/2021	Lapuyade Jean Claude	R&R Settlement Agreement w/ Defense Changes	500.00	0:30	Yes	250.00
06/24/2021	Lapuyade Jean Claude	R&R Settlement Agreement	500.00	1:30	Yes	750.00
07/19/2021	Lapuyade Jean Claude	Legal Research - PAGA Approval Standard	500.00	4:12	Yes	2,100.00
09/06/2021	Lapuyade Jean Claude	Law and Motion - Reviewed and Revised Approval Motion	500.00	2:18	Yes	1,150.00
09/07/2021	Lapuyade Jean Claude	Reviewed Approval Motion	500.00	1:18	Yes	650.00
Total for Ledesma v. TVJ & Sons (002-155)				91:18		\$45,650.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
Ledesma v. TVJ & Sons (002-155)						
08/04/2020	Tesla Stone	CIP; Create new case file; File Maintenance	125.00	1:12	Yes	150.00
08/04/2020	Tesla Stone	Send File Demand	125.00	0:36	Yes	75.00
08/24/2020	Tesla Stone	Draft; Submit; Mail PAGA; File Maintenance	125.00	0:54	Yes	112.50
09/20/2020	Tesla Stone	Save and Review Employee File	125.00	1:00	Yes	125.00
10/20/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
10/20/2020	Tesla Stone	File Maintenance	125.00	0:12	Yes	25.00
10/22/2020	Tesla Stone	File Tolling Agreement	125.00	0:30	Yes	62.50
10/29/2020	Tesla Stone	Draft/ Review Complaint; File and Serve; File Maintenance	125.00	1:30	Yes	187.50
10/30/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
02/10/2021	Tesla Stone	Submit PAGA Complaint	125.00	0:12	Yes	25.00
02/15/2021	Tesla Stone	Draft/ File and Serve CMS	125.00	0:42	Yes	87.50
02/17/2021	Tesla Stone	File Maintenance; Cts Order	125.00	0:12	Yes	25.00
02/19/2021	Tesla Stone	File and Serve Supp. CMS	125.00	0:36	Yes	75.00
02/22/2021	Tesla Stone	Draft; File and Serve Revised CMS	125.00	0:36	Yes	75.00
03/31/2021	Tesla Stone	Save DEF Doc	125.00	1:00	Yes	125.00
04/09/2021	Tesla Stone	Draft Mediation Brief; Circulate	125.00	1:30	Yes	187.50
04/13/2021	Tesla Stone	Save Expert Doc	125.00	0:06	Yes	12.50
04/15/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
04/29/2021	Tesla Stone	Draft; File and Serve CMS	125.00	0:36	Yes	75.00
05/07/2021	Tesla Stone	MOU Review	125.00	0:30	Yes	62.50
05/21/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
07/02/2021	Tesla Stone	SAR REview	125.00	0:30	Yes	62.50
09/09/2021	Tesla Stone	Draft; Review; File and Serve: File Maintenance SA Motion	125.00	3:00	Yes	375.00
Total for Ledesma v. TVJ & Sons (002-155)				15:48		\$1,975.00

EXHIBIT 8

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
--------------	------------

Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation