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JOSE FIGUEROA, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

JOSE FIGUEROA, as an “aggrieved
employee” on behalf of himself and other
similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

JJ PROPERTY MAINTENANCE
NETWORK, INC., a California corporation;
and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV01057

**DECLARATION OF MARALLE
MESSRELIAN IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Action filed: April 9, 2024
Hearing Date: April 13, 2026
Hearing Time: 1:30 p.m.
Hearing Dept: 10, Hon. William F.
Highberger

**DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT**

I, MARALLE MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of MM Law, APC and the attorney of record for Jose Figueroa (individually, “Figueroa” or “Plaintiff”) in his lawsuit against Defendant JJ Property Maintenance Network, Inc. (“JJ” or “Defendant”).

2. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

3. A true and correct copy of the “PAGA Settlement Agreement” (the “Agreement”, “Settlement, or “Settlement Agreement”) is attached hereto as **Exhibit 1**.

4. I am not aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in this case. Neither I nor Plaintiffs have any conflict of interest with Defendant or the Aggrieved Employees.

Factual and Procedural Background

5. JJ first began to employ Plaintiff as a janitor in or around February 2023. Plaintiff’s employment ended on or around June 14, 2023.

6. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. (“PAGA”). On July 26, 2023, Plaintiff, on behalf of himself and JJ’s other California non-exempt hourly employees (hereafter collectively the “Aggrieved Employees”) gave written notice by electronic service to the California Labor and Workforce Development Agency (“LWDA”) and via certified mail to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. The specific provisions alleged to have been violated in the PAGA notice letter included Labor Code sections §§ 98.6, 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, and IWC Wage Order No. 4-2001. A true and correct copy of Plaintiff’s letter to the LWDA is attached hereto as **Exhibit 2**.

1 7. On January 16, 2024, Plaintiff filed a putative wage and hour Class Action
2 Complaint, based on these same allegations in the PAGA Notice, in the Los County Superior
3 Court, Case no.: 24STCV0105, against Defendant alleging that Defendant: (1) failed to pay all
4 wages earned for all hours worked at the correct rates of pay; (2) failed to provide rest breaks;
5 (3) failed to provide meal periods; (4) failed to indemnify employees for expenditures; (5) failed
6 to provide accurate itemized wage statements; (6) failed to pay wages when employment ends;
7 (7) civil penalties under the Private Attorney's General Act ("PAGA"); and (8) unfair business
8 practices (the "Complaint"). A true and correct copy of Plaintiff's Complaint is attached hereto
9 as **Exhibit 3**. In response to Plaintiff's assertions, Defendant filed its Answer on February 15,
10 2024. A true and correct copy of Defendant's Answer to Plaintiff's Complaint filed on February
11 15, 2024 is attached as **Exhibit 4**.

12 8. The parties met and conferred and agreed that it may be in their mutual interests
13 to discuss Plaintiff's allegations informally, rather than through litigation, and scheduled private
14 mediation to resolve the representative PAGA claim and Plaintiff's individual claims. Upon
15 mutual agreement of the parties, on September 3, 2025, the parties participated in a full-day
16 mediation session with professional neutral Laurie Quigley Saldana.

17 9. At the mediation, Defendant provided information regarding its financial
18 condition to the mediator and the Parties engaged in discussions regarding Defendant's financial
19 condition and the feasibility of a class settlement. During mediation, and after considering
20 Defendant's financial condition, the Parties determined that a class action settlement was not
21 viable. Accordingly, at the conclusion of the mediation, the Parties agreed to resolve the
22 representative PAGA claim and reached a settlement of the PAGA cause of action. On
23 November 19, 2025, after considering the parties' stipulation and the declaration from Plaintiff's
24 counsel in support, the Court granted dismissal of the class action claims without prejudice. A
25 true and correct copy of the Court's Order Dismissing the Class Claims is attached as **Exhibit**
26 **5**. Prior to the mediation, the Parties engaged in informal discovery regarding JJ's policies,
27 practices, operations, time and payroll information and other topics. In advance of mediation,
28 Defendant provided Plaintiff's counsel with information and documents relating to other

1 Aggrieved Employees, including timekeeping and payroll data. Through extensive, arm's length
2 negotiations at the mediation, and only after discovery and investigation were performed, the
3 parties agreed to settlement terms. Now that the parties have finalized the PAGA Settlement,
4 Plaintiff submits the Settlement to this Court for review and approval.

5 10. Throughout the Lawsuit and as reflected in the Settlement Agreement, Defendant
6 has vigorously disputed and denied any liability or wrongdoing of any kind whatsoever
7 associated with the lawsuit and maintained that Defendant elected to enter to the Settlement to
8 avoid the burden and expense of continued litigation in connection with the Action. As provided
9 in the Settlement, the parties wish to fully, finally, and forever compromise, and discharge all
10 claims known or unknown related to those alleged in Plaintiff's lawsuit.

11 11. Counsel for the parties further investigated the applicable law as applied to the
12 facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations
13 claimed by Plaintiff. I am experienced in prosecuting PAGA lawsuits. Counsel for the Defendant
14 are experienced in defending PAGA cases. Based on the parties' own independent investigations
15 and evaluations, the parties and their respective counsel are of the opinion that the Settlement for
16 the consideration and on the terms set forth in the Agreement are fair, reasonable and adequate
17 and are in the best interests of Plaintiff, the Aggrieved Employees, the State, and Defendant in
18 light of all known facts and circumstances and the risks inherent in litigation.

19 12. The Settlement of a PAGA claim requires court approval. Lab. Code §2699(s)(2).
20 The Court necessarily has broad discretion in making the decision to approve or reject a
21 settlement for civil penalties as the statutory scheme authorizes the Court to determine whether,
22 in certain circumstances, penalties should be assessed and, if so assessed, the appropriate amount
23 of penalties based on the facts and circumstances of the particular case. Although the PAGA
24 does not set forth the particular standards against which a PAGA settlement should be evaluated,
25 the LWDA has provided guidance for approval that mirrors the standards for evaluating class
26 action settlements.

27 13. PAGA imposes two requirements for the settlement of a PAGA claim. Both are
28 met here. First, any civil penalties recovered, whether by judgment or settlement, must be

distributed as follows: for PAGA notices filed on or before June 19, 2024 (as applies here), 75 percent to the LWDA, and the remaining 25 percent to the aggrieved employees. *See Moorer v. Noble L.A. Events, Inc.* (2019) 32 Cal.App.5th 736, 742; Cal. Lab. Code, § 2699(i). The parties' Settlement so provides (*See Exhibit 1*). Second, the LWDA must be given notice of the settlement so that it may be heard before the Court decides whether to grant approval. Cal. Lab. Code § 2699(s)(2). Here, notice is being given to the LWDA concurrently with the filing of this motion. A true and correct copy of Plaintiff's submission with the LWDA and a confirmation email is attached as **Exhibit 8**. As a result, Plaintiff has met all procedural statutory requirements for settling a PAGA action.

Background of Counsel

14. In 2003, I earned a Bachelor of Science degree with a major in Accounting from Cal State University, Northridge. In 2017, I earned a Juris Doctor degree from Southwestern University School of Law.

15. In December of 2017, the Supreme Court for the State of California admitted me as an Attorney and Counselor at Law and licensed me to practice law in all the Courts of this State.

16. I am experienced in handling employment law matters and specifically wage and hour cases. I have been practicing law since 2017. My experience has been almost exclusively in the area of employment law representing employees with claims of wrongful termination, harassment, whistleblower retaliation, discrimination, wage and hour, and family and medical leave violations. I am a member of the California Employment Lawyers Association (CELA).

17. In my representation of employees, I have prosecuted several lawsuits on behalf of employees with claims of rest and meal period and overtime violations or other wage claims.

18. I have been involved in the prosecution of numerous wage and hour class and representative actions at various stages of litigation. A small sampling of the wage and hour class and representative action cases in which I have been counsel of record is as follows:

a) *Joshua Silva v. Payo Laboratories, Inc., et al.*, San Luis Obispo County Superior Court, Case No. 19CV-0689 (appointed Class Counsel and granted final approval of

1 class action settlement by the court).

2 b) *Mervin Perkins v. CC Venice, LLC, et al.*, Los Angeles Superior Court, Case
3 No. BC703660 (appointed Class Counsel and granted final approval of class action settlement
4 by the court).

5 c) *Jashar Bryant v. Pinnacle Cabling & Construction, Inc., et al.*, Orange
6 County Superior Court, Case No. 30-2020-01123094-CU-OE-CXC (appointed Class Counsel
7 and granted final approval of class action settlement by the court).

8 d) *Collins v. Spa Products Import & Distribution Co., LLC, et al.*, Los Angeles
9 County Superior Court, Case No. 19STCV10586 (granted final approval of class action
10 settlement by the court)

11 e) *Sabrina Slater v. Avalon Care Center – Sonora, L.L.C., et al.*, Tuolumne
12 County Superior Court, Case No. CV62006 (granted final approval of class action settlement by
13 the court)

14 f) *Violet Avalos v. Smithcare Incorporated, et al.*, Tulare County Superior
15 Court, Case No. VCU272975 (granted final approval of class action settlement by the court)

16 g) *David Contreras v. HTX Services LLC, et al.*, Los Angeles County Superior
17 Court, Case No. 19STCV43405 (granted final approval of class action settlement by the court)

18 h) *Devin Cherry v. LA Corral Three, Inc., et al.*, Kern County Superior Court,
19 Case No., BCV-18-101817-DRL (granted final approval of class action settlement by the court)

20 i) *Vikki Curl and Anthony J. Gratton v. Reel Security Corp., et al.*, Los Angeles
21 County Superior Court, Case No. 18STCV09302 (granted final approval of class action
22 settlement by the court)

23 j) *Corrine Lashbrook and Joshua Sweat v. Andy's BP, Inc., et al.*, San Mateo
24 County Superior Court, Case No. 19CIV02344 (granted final approval of class action settlement
25 by the court)

26 k) *Stephen Aguirre and Christopher Walls v. Anlin Industries, Fresno County*
27 Superior Court, Case No. 17CECG04326 (order and judgment approving PAGA settlement by
28 the court)

1 l) *Rebecca Mallory v. Odyssey Healthcare Operating A, L.P.*, Kern County
2 Superior Court, Case No. BCV-19-102735 (order and judgment approving PAGA settlement by
3 the court)

4 m) *Wendy Chavez v. Texas De Brazil (Fresno) Corporation, et al.*, Fresno
5 County Superior Court, Case No. 19CECG04249 (order and judgment approving PAGA
6 settlement by the court)

7 n) *Kevin Littleton v. Lincoln Military Property Management LP.*, San Diego
8 County Superior Court, Case No. 37-2018-00061799-CU-OE-NC (order and judgment
9 approving PAGA settlement by the court)

10 o) *Krystal Thomas v. Choice Physicians Network, Inc., et al.*, San Bernardino
11 County Superior Court, Case No. CIVDS2013964 (order and judgment approving PAGA
12 settlement by the court)

13 p) *Otina Sengvong v. Probuild Company, LLC, et al.*, United States District
14 Court, Southern District of California, Case No. 3:19-cv-02231-MMA (JLB) (granted final
15 approval of class action settlement by the court)

16 q) *Orland Perez Avalos v. Milagros Restaurant LLC, et al.*, San Mateo County
17 Superior Court, Case No. 22-CIV-01222 (order and judgment approving PAGA settlement by
18 the court)

19 r) *David Xiqui Vasquez v. The Province LLC, et al.*, Santa Clara County
20 Superior Court, Case No. 22CV397541 (order and judgment approving PAGA settlement by
21 the court)

22 s) *Manuel Melendrez v. Clean Auto Inc., et al.*, San Mateo County Superior
23 Court, Case No. 22CIV01967 (order and judgment approving PAGA settlement by the court)

24 t) *Arturo Vera Lopez v. Green Valley Landscape, et al.*, Monterey County
25 Superior Court, Case No. 22CV003751 (order and judgment approving PAGA settlement by
26 the court)

27 u) *Erasmo Gomez v. A-1 Jay's Machining, Inc., et al.*, Santa Clara County
28 Superior Court, Case No. 22CV394795 (order and judgment approving PAGA settlement by

1 the court)

2 v) *Iris Rodriguez v. Facility Masters, Inc.*, Santa Clara County Superior Court,
3 Case No. 23CV423999 (order and judgment approving PAGA settlement by the court)

4 w) *Mariana Ruelas v. Vista La Mesa Senior Living, Inc., et al.*, San Diego
5 Superior Court, Case No. 37-2023-00050755-CU-OE-CTL (order and judgment approving
6 PAGA settlement by the court).

7 x) *Jose Angel Lopez v. Moreno & Associates, Inc., et al.*, Santa Clara Superior
8 Court, Case No. 23CV422622 (order and judgment approving PAGA settlement by the court).

9 y) *Irma Tapia v. Posada Associates, et al.*, Santa Cruz Superior Court, Case No.
10 23CV00355 (order and judgment approving PAGA settlement by the court).

11 z) *Andres Ibarra v. Stadco, et al.* Los Angeles Superior Court, Case No.
12 23STCV26591 (order and judgment approving PAGA settlement by the court).

13 aa) *Alfredo Betancourt v. L3 Technologies, Inc.*, San Mateo County Superior
14 Court, Case no. 23-CIV-05704 (appointed Class Counsel and granted final approval of class
15 action settlement by the court).

16 bb) *Eduardo Martinez Guizar v. Air Culinaire Worldwide, LLC*, Santa Clara
17 County Superior Court, Case No. 23CV415879 (order and judgment approving PAGA
18 settlement by the court).

19 cc) *Jesse Altamirano v. Weber Metals, Inc.*, Los Angeles Superior Court, Case
20 No. 24STCV05326 (order and judgment approving PAGA settlement by the court).

21 dd) *Noriell Hoff v. Anthem Mechanical, et al.*, Riverside County
22 Superior Court, Case No. CVRI2401199 (order and judgment approving PAGA settlement by
23 the court).

24 ee) *Lukas Javier v. Hyatt Corporation dba The Seabird*, San Diego County
25 Superior Court, Case No. 37-2024-00018273-CU-OE-NC (order and judgment approving
26 PAGA settlement by the court).

27 ff) *Nathalie Barcenas v. El Toro Meat Shop*, Orange County Superior Court,
28 Case No. 30-2023-01351414-CU-OE-CXC (order and judgment approving PAGA settlement
by the court).

gg) *Ruben Ortiz Salgado v. Bob Baffert Racing, Inc.*, Los Angeles County

1 Superior Court, Case No. 24STCV00686 (appointed Class Counsel and granted final approval
2 of class action settlement by the court).

3 hh) *Edgar Herrera v. Environmental Remedies, Inc., et al.*, Alameda County
4 Superior Court, Case No. 24CV092901 (order and judgment approving PAGA settlement by
5 the court).

6 ii) *Sahid Irad Magana Segura v. DWH Restaurants, Inc., et al.*, Santa Clara
7 County Superior Court, Case No. 24CV428664 (order and judgment approving PAGA
8 settlement by the court).

9 ***Exposure and Risk Analysis***

10 19. Here, the PAGA Settlement warrants a presumption of fairness for several
11 reasons: (1) The parties reached the Settlement through arm's-length bargaining with the aid of
12 a respected mediator; (2) The parties conducted sufficient investigation and discovery to allow
13 Counsel and the Court to act intelligently. Plaintiff requested and Defendant provided the number
14 Aggrieved Employees, the number of total pay periods during the PAGA Period, all policies in
15 effect during the PAGA Period, and anonymized payroll and time punch data for all of its
16 California non-exempt employees for the relevant period; and (3) Counsel for the parties are
17 experienced with PAGA cases. Moreover, neither Plaintiff nor Plaintiff's Counsel have any
18 conflicts of interest with the absent allegedly Aggrieved Employees and there are no issues of
19 ascertainability.

20 20. Plaintiff's counsel considered various sources of information in the lead-up to
21 the mediation of July 2, 2025 that enabled Plaintiff to achieve the Settlement at issue. Among
22 other things, Plaintiff considered the following:

- 23 • Defendant produced and Plaintiff's counsel reviewed Plaintiff's personnel file.
- 24 • Plaintiff requested that Defendant provide any and all policies regarding overtime and
25 double-time wages, off the clock work, expense reimbursement, meal periods, rest
26 breaks, meal period waivers and agreements, compensation plans, and complaints about
27 working conditions in effect during the relevant time period beginning in July of 2022.
28 Defendant produced those policies as part of their employee handbook.
- Plaintiff requested that Defendant provide the total number of employees, paychecks,
and the pay cycles during the relevant period. Defendant provided the answers to each
of these questions.

- The parties agreed to a sampling of time and payroll records. Defendant provided payroll and time punch data for approximately 22 of its non-exempt employees during the relevant time period.
- Plaintiff retained a professional data analyst, James Toney, to examine the records and determine the meal and rest period violation rates, if there was any pay discrepancy in timesheet hours versus paid hours, and if there was any rounding/time shaving issues. If necessary, Plaintiff is prepared to provide the Court with the data analysis for *in camera* inspection upon its request.
- Plaintiff analyzed the state of caselaw on PAGA claims, meal and rest break violations, claims for “off the clock” work and business expense reimbursement, including as these issues related to arguments asserted by the defense.

21. According to Defendant’s records there were approximately 269 Aggrieved Employees who worked approximately 3,546 pay periods from July 26, 2022 through August 14, 2025. Based on this information, Plaintiff’s counsel prepared an estimate of the maximum possible civil penalties under the PAGA. The maximum possible civil penalties under the PAGA is the total number of pay periods with one or more violations multiplied by the maximum possible civil penalty amount per pay period.

22. Plaintiff’s analysis revealed that 42.4% of pay periods with shifts greater than 6 hours had at least one meal violation (late, short, or no meal – net of meal period premiums paid). Under the civil penalty formulas applicable under PAGA, Plaintiff calculated JJ’s potential exposure as follows: \$50 penalty per pay period, assuming a 42.4% violation, based on Labor Code § 558 for violation of Labor Code § 512 (failure to provide meal periods)(3,546 x 42.4% x \$50 =\$ 75,175.20); \$100 penalty per pay period under Labor Code sec. 2699(f)(2), assuming the same 42.4% violation rate for rest break violations (3,546 x \$100 x 42.4% =\$150,350.4); \$250 penalty per pay period, assuming 42.4% violation rate, based on Labor Code § 226.3 for violation of Labor Code § 226 (failure to provide compliant wage statements) (3,546 x \$250 x 42.4% = \$375,876); \$100 penalty per pay period, assuming 42.4% violation rate, based on Labor Code § 210 for violation of Labor Code §§ 201-204 (untimely wages) (3,546 x \$100 x 42.4% = \$ 150,350.4). Stacking each of these maximum recoverable civil penalty estimates yields a total amount of \$751,752.00. In addition to stacking potential penalties, this calculated maximum

1 exposure also presumed that the Court will not reduce the penalty award as unjust, arbitrary,
2 oppressive, or confiscatory. For the rest period violations, it also presumed that the meal and rest
3 period violation rates were identical. Such presumptions and assumptions posed various risk
4 factors and bases for reduction of awarded penalties, even if Plaintiff's claims could be
5 successfully proven.

6 23. In connection with the litigation, Plaintiff identified numerous risks attending
7 Plaintiff's meal and rest period claims. Defendant contended that, to establish a violation for
8 missed meal periods, a plaintiff must do more than show that a meal break was not taken. *Brinker*
9 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. So long as an employer provides
10 employees with a "reasonable opportunity" to take a duty-free meal period, it has no further duty
11 to "police meal breaks and ensure no work thereafter is performed." *Id.* at 1040-41. Instead, a
12 plaintiff must show the employer impeded, discouraged, or prohibited the employee from taking
13 a proper break, or otherwise failed to release the employee of all control. *Id.* "Thus, the crucial
14 issue with regard to the meal break claim is the reason that a particular employee may have failed
15 to take a meal break." *Washington v. Joe's Crab Shack* (N.D. Cal. 2010) 271 F.R.D. 629, 641.
16 Determining by a review of JJ's time records the exact reasons why a meal period appeared to
17 be short or late would be difficult and pinpointing those days in which Plaintiff and the Aggrieved
18 Employees worked during their meal periods would be a challenge. Additionally, Defendant
19 provided evidence that it provides employees with the opportunity to take meal and rest breaks,
20 and also regularly paid meal premium payments throughout the PAGA Period. Supporting this,
21 meal period premium payments were observed in the sample records. In addition, JJ's Handbook
22 contains legally compliant meal period and rest break policies.

23 24. Defendant also contended that it provided non-exempt employees with the
24 opportunity to take rest breaks in accordance with California law, and, accordingly, that
25 Plaintiff's rest break claim has no support. Additionally, there are other risks to Plaintiff's rest
26 period claim. Employers are not required to record rest periods and such periods are paid time.
27 Furthermore, there was no evidence to prove that the employer refused to authorize and permit a
28 rest break.

1 25. As it relates to Plaintiff's other claims, and unlike the arguments for meal/rest
2 period violations, there would be issues with proof. As it relates to any overtime issues, the data
3 showed that when employees worked over 8.0 hours, they were paid 1.5 times their regular rate.
4 Moreover, Defendant provided overall strong written policies as it related to wage and hour
5 practices and showed that Plaintiff acknowledged the policies. There were and there remain risks
6 to Plaintiff's claim for unreimbursed expenses. Plaintiff alleges that Defendant did not reimburse
7 him or the other Aggrieved Employees for for use their own personal cell phones. In addition to
8 other arguments asserted by Defendant, there was a risk that the Court may consider Plaintiff's
9 claims as to Defendant's alleged failure to indemnify for business expenses to be individualized
10 in nature. As such, Plaintiff's Counsel concluded it was appropriate to significantly discount the
11 value of this claim during settlement negotiations.

12 26. Moreover, Plaintiff's counsel is unaware of any California State court decision
13 awarding a plaintiff and the other Aggrieved Employees he represents multiple civil penalties
14 (i.e. stacking penalties) for the same pay period under different Labor Code provisions. As such,
15 one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising
16 under the various Labor Code statutes. Given this, Plaintiff's counsel concluded it was
17 appropriate to substantially discount the value of these claims in the settlement negotiations for
18 this and a variety of other reasons. At best, Plaintiff could only reasonably hope to recover one
19 penalty for each pay period (regardless of the different Labor Code violations that potentially
20 occurred for the same employee, during the same pay periods). This appeared especially so given
21 Defendant's robust policies and evidence of high compliance rates.

22 27. Additionally, PAGA states a court has discretion to award a lesser amount than
23 the maximum penalty. *See Lab. Code*, § 2699, subd. (e)(2) ("...a court may award a lesser amount
24 than the maximum civil penalty amount specified by this part if, based on the facts and
25 circumstances of the particular case, to do otherwise would result in an award that is unjust,
26 arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management,*
27 *Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that
28 the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's

1 evidence of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504
2 (“*Carrington*”) illustrates this. In that case, the Court of Appeal affirmed a trial court’s heavily
3 discounted award of only \$5 per violation because it was within the Court’s discretion to
4 significantly reduce PAGA penalties even when there is a finding that a violation of the
5 California Labor Code occurred. The plaintiff in *Carrington* had requested penalties in excess of
6 \$70 million and was successful in proving the PAGA claim during a bench trial. However, the
7 trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and stated
8 that this reduction was warranted because imposing the maximum penalty would be “unjust,
9 arbitrary, and oppressive”, based on Starbucks’s “good faith attempts” to comply with meal break
10 obligations and because the Court found the violations were minimal. Echoing the *Carrington*
11 considerations, Defendant also posed formidable defenses to the Labor Code claims underlying
12 Plaintiff’s allegations. Thus, Plaintiff viewed the chance of Plaintiff recovering a higher amount
13 than the Gross Settlement Amount as highly uncertain.

14 28. All in all, considering all of the risks detailed above, as well as potential
15 manageability issues, the risk of not prevailing at trial, the risk that, even if Plaintiff prevailed,
16 the damages would be limited due to the largely discretionary nature of the damages, and taking
17 into account Defendant’s defenses and robust compliance on the merits, Plaintiff applied a 50%
18 discount to the maximum PAGA exposure of \$751,752.00, resulting in a risk-discounted realistic
19 potential exposure of \$375,876.00. Given this, Plaintiff views the Gross Settlement Amount of
20 \$100,000 as a great result: it constitutes relief consistent with the underlying purpose of PAGA,
21 and represents approximately 26.6% of the risk-discounted realistic potential recovery. *See In re*
22 *Cendant Corp., Derivative Action Litig.*, 232 F. Supp. 2d 327 (D. N.J. 2002) (approving
23 settlement that only provided a 2% recovery based on the estimated liability exposure).

24 29. The Parties further recognized that the issues presented in the representative
25 PAGA claim were likely only to be resolved with extensive and costly pretrial and trial
26 proceedings, and that further litigation would cause inconvenience, distraction, disruption, delay,
27 and expense disproportionate to the maximum potential benefits to the Aggrieved Employees
28 and Plaintiff from continued litigation. Moreover, based on Defendant’s financials, there was

1 also a risk that Defendant may have been forced to cease operations or seek bankruptcy
2 protections if the case continued or in the event of an adverse verdict.

3 30. The settlement of the representative PAGA claim involves monetary relief to all
4 Aggrieved Employees, Plaintiff, his attorneys, and the State of California. The Settlement is
5 reasonable given the uncertainties this lawsuit entails. It is also reasonable given the structure
6 and purpose of the PAGA, since the PAGA is not a restitution statute. Rather, it is essentially a
7 punishment statute. It provides for civil penalties only. Within the PAGA framework he is bound
8 by, Plaintiff, considering the evidence he faced, achieved a great result for the employees
9 concerned. Furthermore, any employees who are dissatisfied with the amount they received in
10 civil penalties can pursue any damages they believe they are owed by the Defendant. The
11 Settlement does not require them to opt out to do so.

12 31. Furthermore, Plaintiff recognizes that continued litigation presents significant
13 risks that support a significant downward departure from Plaintiff's estimated civil penalties
14 amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable
15 compromise amount for these claims and is in the best interest of Plaintiff and the Aggrieved
16 Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479
17 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just,
18 reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of
19 the current economic climate, and are the product of good faith, and informed arms-length
20 negotiations between the parties consistent with public policy and fully comply with applicable
21 provisions of law.

22 32. As such, the Gross Settlement Amount of \$100,000.00, of which 75% of the net
23 amount after PAGA Counsel's attorneys' fees and costs, Representative Plaintiff's Enhancement
24 Payment and Settlement Administrator costs (\$36,125.00) will be paid to the LWDA and 25%
25 (\$12,041.67) will be distributed to the Aggrieved Employees, is reasonable and appropriate under
26 the circumstances.

27 ***Individual PAGA Payments***

28 33. At the time of the mediation (September 3, 2025), Defendant's records revealed

1 that there were approximately 269 Aggrieved Employees who worked a total of 3,546 pay
2 periods during the PAGA Period. After deducting the requested Court-approved PAGA
3 Counsel's Attorneys' Fees (\$33,333.33), PAGA Counsel's litigation costs (\$8,500.00),
4 Plaintiff's Enhancement Payment (\$5,000) and the Settlement Administration Costs
5 (\$5,000.00), the Net Settlement Amount will be approximately \$48,166.67. Seventy five percent
6 (75%) of the Net Settlement Amount will be paid to the Labor and Workforce Development
7 Agency ("LWDA") (\$36,125.00), and twenty five percent (25%) (\$12,041.67) will be paid to the
8 Aggrieved Employees on a pro-rata basis based upon their respective number of pay periods
9 during the PAGA Period. Agreement, ¶ 3.2.4.1. Based on this amount, the average estimated
10 individual recovery for an Aggrieved Employee is approximately \$44.76 (\$12,041.67/269
11 Aggrieved Employees). Given the discretionary nature of awarding PAGA penalties and
12 Defendant's compliant policies and Aggrieved Employees' pay and time data, and considering
13 the risk of not being able to proceed on a representative basis at all due to the risk of not
14 prevailing at trial, and the risk that, even if Plaintiff prevailed, the damages would be limited
15 due to the largely discretionary nature of the damages, this is an excellent result, amounting to
16 relief consistent with the underlying purpose of PAGA.

17 ***Attorneys' Fees and Costs***

18 34. I represent Plaintiff on a straight contingency basis. My firm's request for
19 \$33,333.33 in attorney fees and up to \$8,500.00 in litigation costs related to the PAGA Settlement
20 is fair and reasonable. "[R]egardless whether the percentage method or the lodestar method is
21 used, fee awards in class actions average around one-third of the recovery." (See *Chavez v.*
22 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 ("*Chavez*")); *In re Pacific Enter. Sec. Litig.*
23 (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*") [affirming 33% fee award]; *Williams v. MGM-Pathe*
24 *Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 ("*MGM*") (awarding 33% of total fund
25 amount).) This is also consistent with my experience in wage and hour class and PAGA
26 settlements.

27 35. Should the Court elect to use Plaintiff's Counsel's lodestar as the method for
28 awarding fees, notwithstanding courts' clear preference for the percentage method, my request

1 for attorneys' fees of \$33,333.33 (1/3 of the Gross Settlement Amount) is fair and reasonable
2 based on my firm's lodestar as cross-checked against the percentage of the recovery. To date, I
3 have investigated and prosecuted this matter for over 46.2 hours, including drafting the initial
4 PAGA notice and Lawsuit; drafting informal discovery questions, reviewing Defendants'
5 informal document production, including wage and hour policies; sending and receiving emails
6 on the case with defense counsel, including substantive discussions; sending the PAGA data to
7 Plaintiff's expert for review/analysis and reviewing the expert's findings/conclusions; drafting a
8 mediation brief and engaging in a full day private mediation; obtaining bids from settlement
9 administrators; and drafting this PAGA approval motion. I also expect to perform additional
10 work on this case if the Court grants final approval of the Settlement, including supervision of the
11 Administrator's disbursement of the settlement funds to the PAGA Members. I will make detailed
12 copies of such time records available to the Court for inspection upon its request. I also expect to
13 perform additional work on this case if the Court grants final approval of the Settlement, including
14 supervision of the Settlement Administrator's disbursement of the settlement funds to the
15 Aggrieved Employees.

16 36. In this case, my firm has a total lodestar of approximately \$34,650.00 without
17 the use of any multiplier, which results in a negative multiplier of 0.962 when compared against
18 the \$33,333.33 request for attorneys' fees.¹ A general summary showing of the pre-multiplier
19 lodestar and the total number of hours of work performed by my firm is set forth below with a
20 total lodestar of approximately \$34,650.00.

21 ///

22 ///

24 ¹The negative multiplier of 0.962 is supported by California case law. Under California law, lodestar multipliers
25 can range from 2 to 4 or even higher. See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 49; *Wershba v. Apple*
26 *Computer, Inc.*, 91 Cal.App.4th at p. 255; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Sup. Ct. 2006) 2006
27 WL 5377849, *4 ("This Court and numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar
28 in awarding fees."); *In re California Indirect Purchases* (Cal. Sup. Ct. 1998) 1998 WL 1031494, *10 (citing *Wilson*
v. Bank of America Nat'l Trust & Sav. Ass'n., (Cal Sup. Ct. 1982) No. 643872 (multiplier of 10 times the hourly rate
awarded) (cited in 3 Newberg & Conte, *Newberg on Class Actions*, section 1403, at 14-5 n. 21), and *Glendora*
Community Redevelopment Agency v. Demeter (Cal. App. 2 Dist., 1984) 155 Cal. App. 3d 465, 479 (approving fee
award 12 times estimated lodestar multiplier).

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Pre-Multiplier Lodestar</u>
Maralle Messrelian (9 th Year Attorney)	46.2	\$750.00	\$34,650
Totals	46.2		\$34,650.00

My previous experience in litigating wage and hour actions also supports the reasonableness of the fee request. Based on past experience with similar matters, I was able to evaluate the strengths and weaknesses of this case and the reasonableness of the Settlement. Because it is reasonable to compensate me commensurate with my skill, reputation, and experience, attorney's fees of approximately one-third of the Gross Settlement Amount is reasonable. Likewise, the caliber and experience of opposing counsel in labor and employment litigation also supports the fairness and reasonableness of the requested fee award. The award of attorneys' fees sought is justified here by the contingency nature of the attorney-client relationship, the risks of non-payment and non-reimbursement, the delay in payment and cost reimbursement, and the great results Plaintiff's Counsel has achieved for the Aggrieved Employees while bearing the substantial burdens of contingency representation.

37. In addition, my firm incurred substantial costs to date, \$8,296.55 as part of the PAGA Settlement – the Settlement provides for up to \$8,500. This amount consists of the LWDA filing fee, the complaint filing fees, the data analyst fees, mediator fees, court filing fees, and attorney service fees in the Action. A true and correct summary of my firm's costs and expenses incurred to date is attached as **Exhibit 6** to this declaration. As the evidence submitted herewith shows, all of these costs are documented and reasonably incurred. Accordingly, they warrant the Court's approval.

PAGA Representative Enhancement Payment

38. Plaintiff's PAGA Representative Enhancement Payment is being paid to Plaintiff for his service to the State of California and the Aggrieved Employees in prosecuting the Lawsuit and his general release. *See generally* Declaration of Jose Figueroa ("Figueroa Decl.").

39. The PAGA statute does not forbid service awards. California federal district court decisions recognize that incentive awards may be awarded in PAGA-only representative

1 actions. In *Mancini v. W.&S. Life Ins. Co.*, the court noted that the plaintiff had “asserted no
2 non-PAGA claims.” *Mancini v. W.&S. Life Ins. Co.* (S.D. Cal. 2018) U.S. Dist. LEXIS 160320
3 at *7. The settlement agreement under consideration provided for \$5,000 as “an incentive award
4 to Plaintiff for his status as the PAGA representative.” *Id.* at *7. The district court took no issue
5 with the fact that the case involved claims solely under PAGA, instead holding that the terms of
6 the settlement agreement – including “the provision[] for incentive awards” – were
7 “reasonable.” *Id.* at *5. Further, in *Bruce v. Del Monte Foods, Inc.*, the district court granted an
8 incentive award to the named plaintiff out of a settlement sum “treated exclusively as a civil
9 penalty under PAGA.” *Bruce v. Del Monte Foods, Inc.* (N.D. Cal. 2018) U.S. Dist. LEXIS
10 53800 at *1. Although the court ultimately reduced the named plaintiff’s requested incentive
11 award, cautioning that “enhancement or incentive awards are to be treated with skepticism[,]”
12 the court nonetheless granted an additional award to the named plaintiff, noting that the named
13 plaintiff had made representations about “possible injury and expense above and beyond” that
14 sustained by other Plaintiff. *Id.* at *7.

15 40. Plaintiff’s Enhancement Payment of \$5,000 for his service to the State of
16 California and the Aggrieved Employees in prosecuting the Lawsuit is entirely reasonable given
17 Plaintiff’s efforts in the Lawsuit and the risks he undertook on behalf of the Aggrieved
18 Employees. *See generally* Figueroa Decl. Plaintiff devoted many hours advancing the interests
19 of the Aggrieved Employees. *Id.* The work Plaintiff has done on this case includes hiring my
20 firm, speaking with our office on many occasions by phone, explaining what his employment at
21 JJ was like, explaining what his employment at JJ had in common with other employees who
22 worked for JJ, explaining his claims to me and my staff, and communicating with me and my
23 staff about the settlement agreement and related documents. In doing this, Plaintiff has been
24 exposed to significant risks, including the risk of an order to pay Defendant’s attorneys’ fees
25 and costs if this action had been unsuccessful and in bad faith (*See* Labor Code §§ 218.5-218.6).
26 The efforts and risks that Plaintiff undertook on behalf of the Aggrieved Employees show that
27 the proposed Enhancement Payment to Plaintiff is fair, adequate, and reasonable, and thus
28 warrants approval. *See generally* Figueroa Decl.

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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between: **(1)** Plaintiff Jose Figueroa (“Plaintiff”), individually and in his representative capacity as a private attorney general on behalf of the State of California; and **(2)** JJ Property Maintenance Network, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”¹

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Jose Figueroa v. JJ Property Maintenance Network, Inc.*, case number 24STCV01057, initiated on January 16, 2024, and pending in the Superior Court of the State of California for the County of Los Angeles.
- 1.2. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all individuals who are, or were, employed by Defendant JJ Property Maintenance Network, Inc. as non-exempt employees in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of the State of California for the County of Los Angeles.
- 1.8. “Defense Counsel” means Arturo Santana Jr., Esq., the attorneys representing Defendant, JJ Property Maintenance Network, Inc.

¹ This Agreement is based on the Los Angeles County Superior Court’s [Model] PAGA Settlement Agreement (LASC CIV 298) (“Model Agreement”), with minor modifications to reflect the agreement by the Parties and the facts of the case.

- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and dismissing the class action without prejudice and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Enhancement Payment” means the amount paid to Plaintiff in recognition for his efforts in assisting with the Prosecution of the Action and in consideration of the Release in Section 5.1.
- 1.11. “Gross Settlement Amount” means **\$100,000.00**, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Maralle Messrelian of MM Law, APC, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant JJ Property Maintenance Network, Inc. for at least one day during the PAGA Period.

- 1.20. “PAGA Period” means the period from July 26, 2022 through September 3, 2025.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s letter(s) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. “Plaintiff” means Jose Figueroa, the named plaintiff in the Action.
- 1.25. “Approval Order” means the proposed Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant JJ Property Maintenance Network, Inc. and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, employees, parent and subsidiary companies, affiliates, holding companies, joint ventures, insurers and re-insurers, present and former spouses and heirs.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On January 16, 2024, Plaintiff commenced this Action by filing a class action and representative action lawsuit against Defendant, which included the following causes of action: 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198); 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198); 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198); 4) Failure to Indemnify (Lab. Code § 2802); 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203); 7) Civil Penalties (Lab. Code §§ 2698, et seq.) (“PAGA”); and 8) Unfair Competition (Bus. & Prof. Code, § 17200q.). The Complaint is the operative complaint in the Action (the “Operative Complaint.”)]. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.3. On September 3, 2025, the Parties participated in an all-day mediation presided over by professional neutral Laurie Saldana, Esq. which led to this Agreement to settle the Action, including paying an amount to resolve the PAGA claims and for Plaintiff to dismiss the class claims without prejudice.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risk of proceeding to trial. Such items include, but are not limited to: the operative employee handbook; policies and procedures related to the claims alleged in the Operative Complaint; Plaintiff's personnel file, payroll and time records; and a sample of time and pay records for the Aggrieved Employees.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.6. Neither Plaintiff, nor PAGA Counsel, have any conflict of interest with Defendant or the Aggrieved Employees.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay **\$100,000.00** and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$ 33,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$8,500.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for approval of the Settlement or as a separate motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiff and/or PAGA Counsel will seek Court approval for any PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed as PAGA Penalties. In the event the Court awards an amount for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment less

than the amount requested, the amount awarded shall not constitute a material change to the settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To Plaintiff: An Enhancement Payment of not more than \$5,000. Defendant will not oppose requests for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the Enhancement Payment. If the Court approves an Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Enhancement Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the Enhancement Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of this Payment.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount currently estimated to be at least \$48,166.67 to be paid from the Gross Settlement Amount, with 75% (\$36,125.00) allocated to the LWDA PAGA Payment and 25% (\$12,041.67) allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by **(a)** dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,041.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and **(b)** multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS**

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records at the time of the mediation, Defendant estimates there are approximately 269 Aggrieved Employees who worked a total 3,546 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Provided that the Court approves the Settlement, Defendant shall make four payments to fully fund the Gross Settlement Amount by transmitting the funds to the Administrator:
- Payment 1: **\$25,000** – Due within 30 days of the Effective Date.
 - Payment 2: **\$25,000** – Due within 3 months following the first payment.
 - Payment 3: **\$25,000** – Due within 3 months following the second payment.
 - Payment 4: **\$25,000** – Due within 3 months following the third payment (final payment, completing all payments within 12 months of the first).
- 4.4. Payments from the Gross Settlement Amount. Within Ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the Enhancement Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing or any remailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the

Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Together with the Individual PAGA Payments, the Settlement Administrator will issue each Aggrieved Employee an explanatory letter in the form attached as **Exhibit A**.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Counsel, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

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

6. MOTION FOR APPROVAL OF SETTLEMENT

Plaintiff agrees to prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. PAGA Counsel shall provide copies of the motion for approval of this Settlement to Defense Counsel at least 10 days prior to filing it with the Court. Plaintiff and PAGA Counsel agree to provide any and all notices to the LWDA required to effectuate this Settlement, including but not limited to the notice required by California Labor Code section 2699 subdivision (l)(2).
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records as of the date of the mediation, Defendant estimates that there are approximately 269 Aggrieved Employees who worked approximately 3,546 Pay Periods during the PAGA Period. If the number of pay periods worked by the Aggrieved Employees is greater

than 10% above that estimated by Defendant(s) (i.e. greater than 3,900) then the GSA, shall be increased proportionately for each additional pay period above the 10% buffer.

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP § 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Enhancement Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

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

reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel agree to keep the settlement confidential, to the maximum extent permitted by law. Plaintiff and Plaintiff's counsel agree, to the maximum extent permitted by law, to refrain from publicizing the fact of the settlement and the terms of the settlement. Neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement.

- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MM LAW, APC
Maralle Messrelan, Esq.
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
maralle@mmlawapc.com
Tel: 818-810-7747

To Defendant:

ARTURO SANTANA, JR., Esq.
754 North Citrus Avenue
Covina, California 91723
art@santanaesq.com
Tel: (626) 967-1500

- 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed

counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF:

Dated: 10/23/2025



Jose Figueroa (Oct 23, 2025 19:50:54 CDT)
Jose Figueroa
Plaintiff and Private Attorney General

DEFENDANT:

Dated: 11/8/25

JJ Property Maintenance Network, Inc.

Javier Benitez

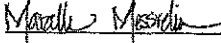
By: _____
Title: PLG Assistant

APPROVED AS TO FORM BY COUNSEL

PAGA COUNSEL:

Dated: 10/23/2025

MM LAW, APC



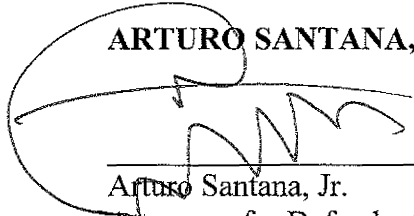
Maralle Messrelian
Attorneys for Plaintiff

continued on next page

DEFENSE COUNSEL:

Dated: 11-8-25

ARTURO SANTANA, JR.



Arturo Santana, Jr.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Jose Figueroa v. JJ Property Maintenance Network, Inc.
Los Angeles County Superior Court, Case No. 24STCV01057

<<Settlement Administrator >>

[]

[]

Telephone: []

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName»

«LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Cal. Lab. Code, §§ 2698, *et seq.*] (“the Action”). The plaintiff in the Action is Jose Figueroa (“Plaintiff”) and the defendant is JJ Property Maintenance Network, Inc. (“Defendant”).

The Action seeks to impose civil penalties for purported violations of the California Labor Code on behalf of all persons within the State of California who are or were employed by JJ Property Maintenance Network, Inc. in the State of California and classified as non-exempt during the PAGA Period of July 26, 2022 through September 3, 2025 (the “Aggrieved Employees”). Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action and the Court has approved the settlement and release of claims. By settling the Action, Defendant is not admitting that it has done anything wrong as of and subject to the occurrence of the Effective Date of the Settlement.

Upon the date that Defendant fully funds the Gross Settlement Amount, Plaintiff, the State of California (including, but not limited to, the LWDA), and the Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released PAGA Claims with respect to Defendant and its past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defendant’s counsel of record in the Action), employees, insurers, reinsurers or agents and their successors and assigns individually and in their official capacities. The released PAGA claims shall include all known or unknown claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

By Order dated <<court approval order date>>, the Superior Court of the State of California, Los Angeles County approved the Settlement of the PAGA claims.

According to Defendant's records, you are an Aggrieved Employee and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Aggrieved Employee.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties, which may be subject to local, state, or federal taxes, and will be reported to the IRS and state tax authorities via Form 1099. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this Notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to _____ (the Settlement Administrator) using the contact information at the top of this correspondence.

EXHIBIT 2



M M L A W
A Professional Corporation

500 N. Central Ave., Suite 840
Glendale, CA 91203
Tel: 818-810-7747
Fax: 818-230-9018
maralle@mmlawapc.com

July 26, 2023

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

JJ Property Maintenance Network, Inc.
c/o Jose J. Benitez, Agent
289 E. Orange Grove Blvd.
Pasadena, CA 91104

**RE: Jose Figueroa/JJ Property Maintenance Network, Inc.
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”), Mr. Jose Figueroa (hereafter “Figueroa”) provides notice on behalf of himself and of all individuals currently and formerly employed in California as non-exempt or hourly paid employees (hereafter the “Aggrieved Employees”), by JJ Property Maintenance Network, Inc. and Jose Benitez (hereafter collectively “JJ”), of violations of California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1197, 1198, and 2802. Jose Benitez is being included in this PAGA notice pursuant to Labor Code Section 558.1 as he was or is an owner/director/managing agent of JJ Property Maintenance Network, Inc., was involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and working conditions of Figueroa and the other Aggrieved Employees. On behalf of himself and all other Aggrieved Employees, Figueroa hereby provides this notice to the Labor & Workforce Development Agency and JJ and its agents and representatives.

At all relevant times, JJ has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Figueroa and the Aggrieved Employees are “employees” within the meaning of Wage Order 4-2001 (hereafter “the Wage Order”) § 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code § 2699, subdivision (c).

An Aggrieved Employee pursuing a representative action under the PAGA could seek civil penalties for alleged Labor Code violations that affected the Aggrieved Employee, as well as separate California Labor Code violations that affected other employees. In *Huff v. Securitas*

Security Services USA, Inc., 233 Cal. Rptr. 3d 502 (Ct. App. 2018), the Court concluded that an employee affected by at least one California Labor Code violation could pursue civil penalties under PAGA on behalf of other Aggrieved Employees for all Labor Code violations by the same employer, even if such violations did not affect the employee initiating the PAGA action. Consequently, Figueroa can equivocally bring the following labor code violations on behalf of all other employees.

STATEMENT OF FACTS

JJ first began to employ Figueroa in or around February of 2003 as a janitor to work at a property located at 289 E Orange Grove Blvd. in Pasadena, California. Throughout his employment tenure, Figueroa generally worked Sunday to Thursday from approximately 7:00 a.m. to 4:00 p.m., or later. Figueroa's employment ended on or around June 14, 2023.

At all relevant times, JJ issued wages to Figueroa and all of the other Aggrieved Employees on a bi-weekly basis and paid them by the hour. At all relevant times, JJ classified Figueroa and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. Figueroa's latest rate of pay was approximately \$16.00 per hour.

JJ failed to pay Figueroa and the other Aggrieved Employees for all time worked or subject to its control. Figueroa and the other Aggrieved Employees consistently worked "off the clock" in that the company had a policy and practice of rounding down work hours and "time shaving" which led to Figueroa and others not being paid for all hours worked, which would include the minimum wage. Moreover, the building manager would often instruct Figueroa to continue working after he had already clocked out for the end of his shift. Furthermore, and to the extent that Figueroa and others worked through their meal periods while "off the clock", they were not compensated for all hours worked, which would be akin to a minimum wage violation. "Off the clock" work also included Figueroa receiving phone calls or text message on his personal cell phone from management before or after his shifts to discuss work-related issues.

Due to the above "off the clock" violations, JJ failed to pay Figueroa and the Aggrieved Employees properly-calculated overtime wages. The Aggrieved Employees' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the accurate amount of overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, when Figueroa worked shifts over 8 hours long, JJ would separately issue a money order to him for the additional hours worked, and not pay him for his overtime hours as part of his regular paystub. Furthermore, any incentive payments and/or bonus payments were not factored into employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

JJ failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Figueroa and the other Aggrieved Employees were entitled. Figueroa and the other

Aggrieved Employees were entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Due to the workload, Figueroa and the Aggrieved Employees would not be able to take timely, uninterrupted meal periods before the 5th hour or 10th hour worked. Even when Figueroa would be on his meal break, the building manager would often interrupt him with questions or to assign new tasks for him to do. Similarly, Figueroa and the other Aggrieved Employees were not able to take their 10-minute rest breaks due to the work load. Throughout his employment tenure, Figueroa never took rest breaks due to the workload. On information and belief, JJ did not provide premium wages for these meal and rest break violations; if JJ did provide premium wages, they were not paid at the correct rate, as explained above.

JJ failed to reimburse Figueroa and the other Aggrieved Employees for business expenses they incurred in direct consequence of the discharge of their duties. JJ required Figueroa and the other Aggrieved Employees to use their own personal cell phones to clock in and out of their shifts using an app called myMITC mobile and to communicate with ownership/management concerning work matters. Throughout his employment, Figueroa also purchased gloves, trash bags, and cleaning supplies, including Windex, bleach, and Febreze, among others, to perform his work. However, JJ did not provide Figueroa and the others with these items and did not reimburse Figueroa and the other Aggrieved Employees for these supplies and mobile phone expenses. Accordingly, JJ was in violation of California Labor Code sections 2800 and 2802.

JJ failed to pay its employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

JJ did not provide Figueroa and the other Aggrieved Employees accurate, itemized wage statements. Wage statements must include all hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and correct address of employer entity, gross wages earned, all deductions, net wages earned, reimbursement for business expenses, the correct start and end of the applicable pay period, the employee ID numbers or social security numbers, among other items. Labor Code § 226(a)(2). JJ issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of JJ's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). JJ's failure to maintain accurate records as to the hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

Finally, because JJ did not properly pay all wages earned as explained herein, JJ also failed to pay final wages owed to Figueroa and the other Aggrieved Employees in violation of Labor Code section 203. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime compensation, and premium pay for missed meal and rest breaks, among others.

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JJ failed to provide paid sick leave to Figueroa and all of the other Aggrieved Employees. JJ failed to provide Figueroa and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

JJ has also violated Labor Code section 558 and engaged in business practices which violate Business and Professions Code Section 17200.

In addition, Figueroa would also have individual claims against JJ for retaliation and wrongful termination in violation of public policy. During his employment tenure, Figueroa complained to ownership/management about improper pay and not being paid overtime. In response to Figueroa's complaints, JJ terminated his employment on or around June 14, 2023.

For the reasons herein, on behalf of himself and the Aggrieved Employees, Figueroa alleges that JJ committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to JJ's control, including minimum wages, overtime wages, and doubletime wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; 7) failed to provide sick leave/statements of sick leave available; and 8) failed to timely pay all wages owed during and upon separation of employment.

Accordingly, Figueroa now seeks civil penalties on behalf of himself and the Aggrieved Employees based on JJ's alleged violations of the California Labor Code and the Wage Order.

THE WAGE ORDER

The Wage Order applies to "all persons employed in professional, technical, clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis[.]" § 1. The Wage Order defines "Professional, Technical, Clerical, Mechanical, and Similar Occupations" to include: "...porters and cleaners...and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations."§ 2(O).

At all relevant times during the applicable limitations period, JJ was engaged in providing janitorial services and employed Figueroa and the other Aggrieved Employees as cleaners/janitors. Accordingly, Figueroa and the Aggrieved Employees are entitled to the protections afforded by the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer's control, overtime wages for hours worked

over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

JJ failed to pay all minimum, regular, overtime, and doubletime wages to Figueroa and the other Aggrieved Employees because JJ paid wages based on rounded times, did not pay for off-the-clock work, and failed to pay overtime and doubletime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

JJ failed to provide Figueroa and the other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

JJ failed to authorize and permit Figueroa and the other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

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FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

JJ did not provide itemized wage statements accurately reflecting Figueroa’s and the other Aggrieved Employees’ gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because JJ rounded employees’ time worked, did not record off-the-clock work, and did not pay overtime/double time wages, JJ failed to maintain accurate records as to the hours worked daily by employees and as to when each work period began and ended.

FAILURE TO REIMBURSE FOR EXPENSES

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

JJ failed to reimburse Figueroa and other Aggrieved Employees for their reasonable business-related expenses, including use of their own personal cell phones and cleaning supplies in effectuating their job duties.

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT & UPON SEPARATION

Labor Code §§ 201-204

An employer must pay “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all

wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, JJ failed to pay all final wages due to Figueroa and the other Aggrieved Employees and violated Labor Code Sections 201-204.

**FAILURE TO PROVIDE SICK LEAVE &
FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

Labor Code §§ 233, 246

Labor Code section 233 states,

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

Labor Code § 246 states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Labor Code section 246(a)(1) states,

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

An employer must pay its non-exempt employees for paid sick leave at the employees' regular rate of pay. Labor Code § 246(l). An Employer must calculate this pay either "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually works overtime in that workweek" or "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Labor Code §§ 246(l)(1)-(2).

JJ failed to provide Figueroa and all of the other Aggrieved Employees with paid sick leave and/or failed to pay sick leave wages to Figueroa and other Aggrieved Employees at the employees' regular rates of pay because JJ failed to incorporate all applicable forms of compensation, including non-discretionary bonuses, into the regular rates of pay. JJ also failed to provide

Figueroa and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available.

RETALIATION
(Lab. Code § 98.6)

A person shall not discharge an employee because the employee has filed a bona fide complaint or claim relating to his or her rights that are under the jurisdiction of the Labor Commissioner or made a written or oral complaint that he or she is owed unpaid wages. Lab. Code § 98.6(a).

JJ retaliated against Figueroa for objecting to conduct that violated the California Labor Code. During the course of his employment, Figueroa complained to ownership/management regarding improper pay and not being paid overtime. Because of his complaints regarding JJ's noncompliance with the California Labor Code, JJ retaliated against Figueroa and terminated his employment in violation of Labor Code § 98.6.

Figueroa seeks civil penalties under California Labor Code § 98.6(b) (3) in an amount not to exceed \$10,000 for each violation by JJ, of California Labor Code § 98.6(a), as well as attorney's fees and costs under Lab. Code § 2699(g).

RETALIATION
Labor Code § 1102.5

An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. Lab. Code § 1102.5(b).

Figueroa complained to ownership/management about improper pay and not being paid overtime. Because of his complaints regarding JJ's noncompliance with the California Labor Code, JJ retaliated against Figueroa and terminated his employment in violation of California Labor Code § 1102.5(b).

Figueroa seeks civil penalties under California Labor Code § 1102.5(f) in an amount not to exceed \$10,000 for each violation by JJ of California Labor Code § 1102.5(b), as well as attorney's fees and costs under Labor Code §§ 1102.5(j) and 2699(g).

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PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES LABOR CODE

Labor Code § 558.1

In relevant part, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

At all relevant times, Jose Benitez was an employer of Figueroa and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of JJ. Jose Benitez directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of Figueroa and the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Figueroa seeks the same civil penalties against Jose Benitez on the same grounds for which he seeks civil penalties against JJ.

CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Jose Figueroa will seek both reasonable attorneys’ fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,



Maralle Messrelia, Esq.

maralle@mmlawapc.com

EXHIBIT 3

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County of Los Angeles
1/16/2024 12:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff,

JOSE FIGUEROA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)**

JOSE FIGUEROA, on behalf of himself and
all others similarly situated, and the general
public, and as an “Aggrieved Employee” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

JJ PROPERTY MAINTENANCE
NETWORK, INC., a California corporation;
and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: **24STCV01057**

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 8) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, JOSE FIGUEROA (hereafter “Plaintiff”), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Orders No. 4-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against JJ PROPERTY
7 MAINTENANCE NETWORK, INC., and DOES 1 to 25, inclusive (collectively “JJ” or
8 “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements;

20 (H) Issue statements of sick leave available; and

21 (I) Timely pay wages during and upon termination of employment.

22 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
23 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

24 **II. THE PARTIES**

25 3. Plaintiff Jose Figueroa is a resident of California. At all relevant times, Plaintiff
26 was an “employee” within the meaning of Title 8 California Code of Regulations Section
27 11040 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

28 4. At all times mentioned herein, Defendant JJ Property Maintenance Network,

1 Inc. is and was a California corporation, with its principal place of business located at 289 E.
2 Orange Grove Blvd, Pasadena, CA 91104, and which employed Plaintiff. As such, it is a
3 citizen of California based on Plaintiff's information and belief.

4 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
9 defendants when ascertained.

10 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
13 and scope of such agency or employment, and with the approval and ratification of each of the
14 other Defendants.

15 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
17 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
18 Members or otherwise complying with their rights in accordance with applicable California
19 labor laws as alleged herein.

20 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
22 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
23 below-described class in accordance with applicable laws as alleged herein.

24 **III. CLASS ALLEGATIONS**

25 9. This action has been brought and may be maintained as a class action pursuant
26 to California Code of Civil Procedure section 382 because there is a well-defined community
27 of interest among the persons who comprise the readily ascertainable class defined below and
28 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case

1 as a class action.

2 10. **Class Definition:** The Class is defined as follows: All persons Defendants
3 employed in California as hourly, non-exempt employees, at any time during the period
4 beginning four years prior to the filing of this action and ending on the date that final judgment
5 is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
7 the right to amend or modify the class definition with greater specificity, by further division
8 into subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder
10 of each individual Class Member is impractical. While Plaintiff does not currently know the
11 exact number of Class Members, Plaintiff is informed and believes that the actual number
12 exceeds the minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as
14 to all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendants failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
18 meal period premium and rest period premium wages;

19 B. Whether Defendants failed to provide the Class Members with all meal
20 periods in compliance with California law;

21 C. Whether Defendants failed to authorize and permit the Class Members to
22 take all rest periods in compliance with California law;

23 D. Whether Defendants failed to indemnify the Class Members for the
24 reasonable expenses they incurred during the course of performing their duties;

25 E. Whether Defendants knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 F. Whether Defendants failed to provide the Class Members with paid sick
28 leave and/or statements of sick leave available;

1 G. Whether Defendants willfully failed to provide the class with timely
2 wages during and upon termination of employment;

3 H. Whether Defendants engaged in unfair competition within the meaning of
4 Business and Professions Code sections 17200, et seq., with respect to the Class; and

5 I. Whether Class Members are entitled to restitution of money or property
6 that Defendants may have acquired from them through alleged Labor Code violations.

7 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
8 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
9 practice, or lack thereof, which resulted in Defendants failing to comply with the California
10 Labor Code, the Wage Order, and the Business and Professions Code.

11 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
12 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of
13 absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of
14 Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class
15 Members.

16 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
17 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
18 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
19 on behalf of Plaintiff and absent Class Members.

20 17. **Superiority:** A class action is vastly superior to other available means for fair
21 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
22 the Court. Class action treatment will allow a number of similarly situated persons to
23 simultaneously and efficiently prosecute their common claims in a single forum without the
24 unnecessary duplication of effort and expense that numerous individual actions would entail.
25 In addition, the monetary amounts due to many individual Class Members are likely to be
26 relatively small and would thus make it difficult, if not impossible, for individual Class
27 Members to both seek and obtain relief. Moreover, a class action will serve an important
28 public interest by permitting Class Members to effectively pursue the recovery of monies

1 owed to them. Further, a class action will prevent the potential for inconsistent or
2 contradictory judgments inherent in individual litigation.

3 **IV. STATEMENT OF FACTS**

4 18. The Wage Order applies to “all persons employed in professional, technical,
5 clerical, mechanical, and similar occupations whether paid on a time, piece rate, commission,
6 or other basis[.]” Wage Order, § 1. The Wage Order defines “Professional, Technical,
7 Clerical, Mechanical, and Similar Occupations” to include:

8 “...porters and cleaners...and other related occupations listed as
9 professional, semiprofessional, technical, clerical, mechanical, and
10 kindred occupations.”

11 Wage Order, § 2(O). At all relevant times during the applicable limitations period, Defendants
12 were engaged in providing janitorial services and employed Plaintiff and the other Class
13 Members as cleaners/janitors. Accordingly, Plaintiff and the Class Members are entitled to the
14 protections afforded by the Wage Order.

15 19. JJ first began to employ Plaintiff in or around February of 2023 to work as a
16 janitor. Throughout his employment tenure, Plaintiff generally worked Sunday to Thursday
17 from approximately 7:00 a.m. to 4:00 p.m., or later. Plaintiff’s employment ended on or
18 around June 14, 2023.

19 20. At all relevant times, JJ issued wages to Plaintiff and all of the other Class
20 Members on a bi-weekly basis and paid them by the hour. At all relevant times, JJ classified
21 Plaintiff and all of the other Class Members as non-exempt employees entitled to the
22 protections of the Labor Code and the Wage Order. Plaintiff’s latest rate of pay was
23 approximately \$16.00 per hour.

24 21. JJ failed to pay Plaintiff and the other Class Members for all time worked or
25 subject to its control. Plaintiff and the other Class Members consistently worked “off the
26 clock” in that the company had a policy and practice of rounding down work hours and “time
27 shaving” which led to Plaintiff and other Class Members not being paid for all hours worked,
28 which would include the minimum wage. Moreover, the building manager would often
instruct Plaintiff to continue working after he had already clocked out for the end of his shift.

1 Furthermore, and to the extent that Plaintiff and other Class Members worked through their
2 meal periods while “off the clock”, they were not compensated for all hours worked, which
3 would be akin to a minimum wage violation. “Off the clock” work also included Plaintiff
4 receiving phone calls or text message on his personal cell phone from management before or
5 after his shifts to discuss work-related issues.

6 22. Due to the above “off the clock” violations, JJ failed to pay Plaintiff and the
7 Class Members properly-calculated overtime wages. The Class Members’ actual work hours,
8 which included the “off the clock” work as described above, entitled them to overtime,
9 however, it was not company policy to keep accurate track of all hours worked and to pay
10 employees the accurate amount of overtime, especially since the “off the clock” work was not
11 factored into the equation. Furthermore, when Plaintiff worked shifts over 8 hours long, JJ
12 would separately issue a money order to him for the additional hours worked, and not pay him
13 for his overtime hours as part of his regular paystub. Furthermore, any incentive payments
14 and/or bonus payments were not factored into employees’ regular rate of pay for purposes of
15 deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
16 were not factored into the correct meal and rest break premium pay per *Ferra v. Loews*
17 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

18 23. JJ failed to provide all compliant meal periods and authorize and permit all
19 compliant rest periods to which Plaintiff and the other Class Members were entitled. Plaintiff
20 and the other Class Members were entitled to take off-duty, uninterrupted 30-minute meal
21 periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
22 periods for every four hours or major fraction thereof worked. Due to the workload, Plaintiff
23 and the Class Members would not be able to take timely, uninterrupted meal periods before
24 the 5th hour or 10th hour worked. Even when Plaintiff would be on his meal break, the
25 building manager would often interrupt him with questions or to assign new tasks for him to
26 do. Similarly, Plaintiff and the other Class Members were not able to take their 10-minute rest
27 breaks due to the work load. Throughout his employment tenure, Plaintiff never took rest
28 breaks due to the workload. On information and belief, JJ did not provide premium wages for

1 these meal and rest break violations; if JJ did provide premium wages, they were not paid at
2 the correct rate, as explained above.

3 24. JJ failed to reimburse Plaintiff and the other Class Members for business
4 expenses they incurred in direct consequence of the discharge of their duties. JJ required
5 Plaintiff and the other Class Members to use their own personal cell phones to clock in and out
6 of their shifts using an app called myMITC mobile and to communicate with
7 ownership/management concerning work matters. Throughout his employment, Plaintiff also
8 purchased gloves, trash bags, and cleaning supplies, including Windex, bleach, and Febreze,
9 among others, to perform his work. However, JJ did not provide Plaintiff and the other Class
10 Members with these items and did not reimburse Plaintiff and the other Class Members for
11 these supplies and mobile phone expenses. Accordingly, JJ was in violation of California
12 Labor Code sections 2800 and 2802.

13 25. JJ failed to pay its employees all wages due to them within any time period
14 specified by California Labor Code section 204, including the minimum wages and overtime
15 as described above as well as meal/rest break premiums.

16 26. JJ did not provide Plaintiff and the other Class Members accurate, itemized
17 wage statements. Wage statements must include all hours worked, overtime hours worked, all
18 applicable hourly rates, the correct legal name and correct address of employer entity, gross
19 wages earned, all deductions, net wages earned, reimbursement for business expenses, the
20 correct start and end of the applicable pay period, the employee ID numbers or social security
21 numbers, among other items. Labor Code § 226(a)(2). JJ issued wage statements that
22 inaccurately reflected total hours worked, gross and net wages earned, and the number of
23 hours worked at each hourly rate because of JJ's failure to properly pay wages as explained
24 herein. Labor Code §§ 226(a)(1), (2), (5), (9). JJ's failure to maintain accurate records as to the
25 hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

26 27. Finally, because JJ did not properly pay all wages earned as explained herein,
27 JJ also failed to pay final wages owed to Plaintiff and the other Class Members in violation of
28 Labor Code section 203. These earned but unpaid wages include minimum wages and

1 compensation for all hours worked, overtime compensation, and premium pay for missed meal
2 and rest breaks, among others.

3 28. JJ has also violated Labor Code section 558 and engaged in business practices
4 which violate Business and Professions Code Section 17200.

5 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
6 unlawful practices and policies, Plaintiff and the Class Members were:

- 7 A. Not provided with all off duty meal periods;
- 8 B. Not authorized and permitted to take all rest break periods;
- 9 C. Not paid one hour's pay for each workday in which Defendants failed to
10 authorize and permit them to take one or more timely rest periods;
- 11 D. Not paid one hour's pay for each workday in which Defendants failed to
12 provide them with one or more timely meal periods;
- 13 E. Not paid all wages earned, including, but not limited to, minimum,
14 regular, overtime, and doubletime wages for work performed while clocked out;
- 15 F. Not indemnified for all necessary business expenditures incurred during
16 the discharge of their duties;
- 17 G. Not provided with accurate and complete wage statements;
- 18 H. Not provided with statements of sick leave available; and
- 19 I. Not timely paid all earned and unpaid wages at the time their
20 employment ended.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

23 **AT THE CORRECT RATES OF PAY**

24 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

25 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

26 30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

27 31. At all relevant times, Plaintiff and the Class Members have been employees of
28 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,

1 1197, and 1198, and the Wage Order.

2 32. Section 2(K) of the Wage Order defines “hours worked” as “the time during
3 which an employee is subject to the control of an employer, and includes all the time the
4 employee is suffered or permitted to work, whether or not required to do so.”

5 33. Section 3 of the Wage Order states:

6 (A) Daily Overtime - General Provisions

7 (1) The following overtime provisions are applicable to
8 employees 18 years of age or over and to employees 16 or
9 17 years of age who are not required by law to attend
10 school and are not otherwise prohibited by law from
11 engaging in the subject work. Such employees shall not
12 be employed more than eight (8) hours in any workday or
13 more than 40 hours in any workweek unless the employee
14 receives one and one-half (1 ½) times such employee’s
15 regular rate of pay for all hours worked over 40 hours in
16 the workweek. Eight (8) hours of labor constitutes a day’s
17 work. Employment beyond eight (8) hours in any
18 workday or more than six (6) days in any workweek is
19 permissible provided the employee is compensated for
20 such overtime at not less than:

21 (a) One and one-half (1 ½) times the employee’s
22 regular rate of pay for all hours worked in excess
23 of eight (8) hours up to and including 12 hours in
24 any workday, and for the first eight (8) hours
25 worked on the seventh (7th) consecutive day of
26 work in a workweek.

27 (b) Double the employee’s regular rate of pay for
28 all hours worked in excess of 12 hours in any
workday and for all hours worked in excess of
eight (8) hours on the seventh (7th) consecutive
day of work in a workweek.

(c) The overtime rate of compensation required to
be paid to a nonexempt full-time salaried
employee shall be computed by using the
employee’s regular hourly salary as one-fortieth
(1/40) of the employee’s weekly salary.

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees
at least the minimum wage set forth therein for all hours worked, which consist of all hours that

1 an employer has actual or constructive knowledge that employees are working.

2 35. Labor Code section 510 states:

3 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
4 in one workday and any work in excess of 40 hours in any one workweek and
5 the first eight hours worked on the seventh day of work in any one workweek
6 shall be compensated at the rate of no less than one and one-half times the
7 regular rate of pay for an employee. Any work in excess of 12 hours in one day
8 shall be compensated at the rate of no less than twice the regular rate of pay for
9 an employee. In addition, any work in excess of eight hours on any seventh day
10 of a workweek shall be compensated at the rate of no less than twice the regular
11 rate of pay of an employee. Nothing in this section requires an employer to
12 combine more than one rate of overtime compensation in order to calculate the
13 amount to be paid to an employee for any hour of overtime work.

14 36. California Labor Code § 1194 invalidates any agreement between an employer
15 and an employee to work for less than the minimum wage required under the applicable Wage
16 Order.

17 37. California Labor Code § 1197 makes it unlawful for an employer to pay an
18 employee less than the minimum wage required under the applicable Wage Order for all hours
19 worked during a payroll period.

20 38. California Labor Code § 1198 makes it unlawful for an employer to employ an
21 employee under conditions that violate the Wage Order.

22 39. In conjunction, these provisions of the California Labor Code require employers
23 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
24 for all hours worked, including unrecorded hours when the employer knew or reasonably should
25 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
26 *Co.* (2000) 22 Cal.4th 575, 585.)

27 40. With respect to overtime wages, the regular rate of pay under California law
28 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to
bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
904–05. Bonuses must be included in the regular rate whether they are the sole source of the
employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§

1 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

2 41. As described above, at all relevant times during the applicable limitations
3 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
4 including, but not limited to minimum, regular, overtime and doubletime wages for all
5 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
6 correct rates of pay.

7 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
9 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
10 rates of pay as required by California law.

11 **A. FAILURE TO PROVIDE SICK LEAVE**

12 43. Labor Code section 233 states
13 Any employer who provides sick leave for employees shall permit an employee
14 to use in any calendar year the employee's accrued and available sick leave
15 entitlement, in an amount not less than the sick leave that would be accrued
16 during six months at the employee's then current rate of entitlement, for the
17 reasons specified in subdivision (a) of Section 246.5.

16 44. Labor Code section 246(a)(1) states
17 An employee who, on or after July 1, 2015, works in California for the same
18 employer for 30 or more days within a year from the commencement of
19 employment is entitled to paid sick days as specified in this section.

19 45. Labor Code section 246.5 states
20 (a) Upon the oral or written request of an employee, an employer
21 shall provide paid sick days for the following purposes:

22 (1) Diagnosis, care, or treatment of an existing health
23 condition of, or preventive care for, an employee or an
24 employee's family member.

24 ...

25 (c) (1) An employer shall not deny an employee the right to use accrued
26 sick days ...

27 46. The Defendants failed to provide Plaintiff and the Class Members with paid
28 sick leave.

47. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to pay Plaintiff and the other Class Members sick leave as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

48. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

49. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

50. In relevant part, Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

51. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

52. In addition, Labor Code Section 226.7 states

1 (b) An employer shall not require an employee to work during a
2 meal or rest or recovery period mandated pursuant to an applicable
3 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

4 (c) If an employer fails to provide an employee a meal or rest or
5 recovery period in accordance with a state law, including, but not
6 limited to, an applicable statute or applicable regulation, standard, or
7 order of the Industrial Welfare Commission, the Occupational Safety
8 and Health Standards Board, or the Division of Occupational Safety and
9 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

10 53. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
11 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
12 major fraction thereof.

13 54. Defendants intentionally failed to authorize and permit Plaintiff and the Class
14 Members to take all 10-minute rest periods free from any work duties in accordance with the
15 Wage Order.

16 55. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
17 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
18 wages to Plaintiff and the Class Members for days on which they failed to authorize and
19 permit Plaintiff and the other Class Members to take timely rest periods.

20 56. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
21 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
22 major fraction thereof. Defendants did not seek an exemption from the rest period protections
23 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
24 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
25 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
26 major fraction thereof.

27 57. Plaintiff is informed and believes and thereon alleges that, at all relevant times
28 within the applicable limitations period, Defendants had a policy, practice, or a lack of a

1 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
2 Members to take all rest breaks required by California law.

3 58. Defendants failed to provide Plaintiff with all required rest breaks in
4 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
5 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
6 lack of a policy which resulted in Defendants not providing the Class Members with all rest
7 breaks required by California law.

8 59. Defendants failed to pay Plaintiff the additional wages required by California
9 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
10 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
11 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
12 providing the Class Members with additional wages for all rest breaks not provided to them as
13 required by California Labor Code § 226.7.

14 60. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
15 have suffered damages in amounts subject to proof to the extent they were not paid additional
16 wages owed for all rest breaks not provided to them.

17 61. By reason of the above, Plaintiff and the Class Members are entitled to
18 premium wages for workdays in which one or more rest breaks were not provided to them
19 pursuant to California Labor Code § 226.7.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 **(Lab. Code §§ 226.7, 512, and 1198)**

23 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

24 62. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 63. At all relevant times during the applicable limitations period, Plaintiff and the
26 Class Members have been employees of Defendants and entitled to the benefits and
27 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

28 64. In relevant part, Labor Code § 1198 states,

1 “The maximum hours of work and the standard conditions of labor
2 fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor for employees. The employment of any
4 employee for longer hours than those fixed by the order or under
5 conditions of labor prohibited by the order is unlawful.”

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12 65. In relevant part, Labor Code Section 512 states

13 “An employer may not employ an employee for a work period of more
14 than five hours per day without providing the employee with a meal
15 period of not less than 30 minutes, except that if the total work period
16 per day of the employee is no more than six hours, the meal period may
17 be waived by mutual consent of both the employer and employee. An
18 employer may not employ an employee for a work period of more than
19 10 hours per day without providing the employee with a second meal
20 period of not less than 30 minutes, except that if the total hours worked
21 is no more than 12 hours, the second meal period may be waived by
22 mutual consent of the employer and the employee only if the first meal
23 period was not waived.”

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28 66. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more
than five (5) hours without a meal period of not less than 30
minutes, except that when a work period of not more than six (6)
hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in
accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
employee’s regular rate of compensation for each workday that
the meal period is not provided.

67. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to
work during a meal or rest period mandated pursuant to
an applicable statute, or applicable regulation, standard, or
order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the
Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal
period or rest period in accordance with a state law,
including, but not limited to, an applicable statute or
applicable regulation, standard, or order of the Industrial

1 Welfare Commission, the Occupational Safety and Health
2 Standards Board, or the Division of Occupational Safety
3 and Health, the employer shall pay the employee one
4 additional hour of pay at the employee's regular rate of
compensation for each work day that the meal or rest
period is not provided.

5 68. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
6 Class Members were entitled to be provided with uninterrupted meal periods of at least 30
7 minutes for each day they worked five or more hours. Pursuant to California Labor Code §
8 512, they were also entitled to a second 30-minute meal period when they worked more than
9 ten (10) hours in a workday.

10 69. As described above, Defendants intentionally failed to provide Plaintiff and the
11 Class Members with all required 30-minute duty free meal periods in accordance with the
12 Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they
13 failed to provide Plaintiff and the other Class Members with timely meal periods.

14 70. Plaintiff is informed and believes and thereon alleges that, at all relevant times
15 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
16 policy which resulted in Defendants not providing the and the Class Members with all timely
17 and off-duty meal periods required by California law.

18 71. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
19 have suffered damages in amounts subject to proof to the extent they were not paid additional
20 wages owed for all meal periods not provided to them.

21 72. By reason of the above, Plaintiff and the Class Members are entitled to
22 premium wages for workdays in which one or more meal periods were not provided to them
23 pursuant to California Labor Code § 226.7.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO INDEMNIFY**

26 **(Lab. Code §§ 1198 & 2802)**

27 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

28 73. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 74. At all relevant times, Plaintiff and the Class Members were employees of
2 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
3 and 2802, and the Wage Order.

4 75. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
5 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
6 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

7 (A) When uniforms are required by the employer to be worn by the employee as
8 a condition of employment, such uniforms shall be provided and maintained by
9 the employer.

10 ...

11 (B) When tools or equipment are required by the employer or are necessary to
12 the performance of a job, such tools and equipment shall be provided and
13 maintained by the employer, except that an employee whose wages are at least
14 two (2) times the minimum wage provided herein may be required to provide
15 and maintain hand tools and equipment customarily required by the particular
16 trade or craft in conformity with Labor Code Section 2802.

17 Wage Order, § 9(A) and (B).

18 76. California Labor Code § 1198 prohibits employers from employing their
19 employees under conditions prohibited by the Wage Order.

20 77. As described above, at all relevant times, Defendants required Plaintiff and the
21 Class Members to incur certain business expenses in the course of performing their duties,
22 including but not limited to cleaning supplies and use of their own personal mobile phones.
23 However, Defendants did not provide these items and did not reimburse Plaintiff and the Class
24 Members for these business expenses.

25 78. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
26 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
27 Defendants’ failure to indemnify Plaintiff and the Class Members for the reasonable expenses
28 they incurred during the course of performing their duties.

 79. Accordingly, with respect to this cause of action, on behalf of himself and the
Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’
fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(California Labor Code Section 226)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 80. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 81. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
7 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
8 itemized statement showing:

9 A. Gross wages earned;

10 B. Total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

13 C. The number of piece rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis;

15 D. All deductions, provided that all deductions made on written orders of the
16 Employee may be aggregated and shown as one item;

17 E. Net wages earned;

18 F. The inclusive dates of the period for which the employee is paid;

19 G. The name of the employee and his or her social security number, except
20 that by January 1, 2008, only the last four digits of his or her social security number or an
21 employee identification number other than a social security number may be shown on the
22 itemized statement;

23 H. The name and address of the legal entity that is the employer; and

24 I. All applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee.

26 82. Pursuant to California Labor Code § 226, an employee is deemed to suffer
27 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
28 suffer injury if the employer fails to provide accurate and complete information as required by

1 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
2 from the wage statement alone one or more of the following:

3 A. The amount of the gross wages or net wages paid to the employee during
4 the pay period or any of the other information required to be provided on the itemized wage
5 statement pursuant to California Labor Code § 226(a);

6 B. Which deductions the employer made from gross wages to determine the
7 net wages paid to the employee during the pay period;

8 C. The name and address of the employer and, if the employer is a farm
9 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
10 name and address of the legal entity that secured the services of the employer during the pay
11 period;

12 D. The name of the employee and only the last four digits of his or her social
13 security number or an employee identification number other than a social security number; and

14 E. The number of piece-rate units earned and the piece rate.

15 83. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
16 means a reasonable person would be able to readily ascertain the information without
17 reference to other documents or information.

18 84. As alleged herein, at all relevant times during the applicable limitations period,
19 Defendants violated California Labor Code section 226 because they did not properly and
20 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
21 worked, the corresponding number of hours worked at each rate by the employee and other
22 requirements of California Labor Code section 226. Defendants failed to state in the wage
23 statements they issued to Plaintiff and the other Class Members all their hours worked and
24 wages earned, including, but not limited to, regular and overtime wages for work they
25 performed off-the-clock after clocking-out (as described above). Defendants knowingly and
26 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
27 employee’s wages, or separately if wages are paid by personal check or cash, statements to
28 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages

1 earned, all regular wages earned, all meal period premium wages earned, all rest break
2 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
3 worked at each rate of pay.

4 85. Defendants' failure to provide Plaintiff and the other Class Members with
5 accurate wage statements was knowing and intentional. Defendants had the ability to provide
6 Plaintiff and the other Class Members with accurate wage statements but intentionally
7 provided wage statements that Defendants knew were not accurate.

8 86. As a result of being provided with inaccurate wage statements by Defendants,
9 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
10 accurate wage statements were violated and they were misled about the amount of wages they
11 had actually earned and were owed. In addition, the absence of accurate information on their
12 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
13 required discovery and mathematical computations to determine the amounts of wages owed,
14 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
15 led to the submission of inaccurate information about wages to state and federal government
16 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
17 wage statements whether Defendants complied with their obligations under California Labor
18 Code section 226(a).

19 87. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
20 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
21 period in which a violation of California Labor Code § 226(a) occurred and one hundred
22 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
23 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
24 entitled to an award of costs and reasonable attorneys' fees.

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(California Labor Code Sections 201-203)
(By Plaintiff, on behalf of himself and the Class, against all Defendants)

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1 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
2 practices that violate the requirements of the Labor Code and the Wage Order, even though at
3 all relevant times, they have had the ability to comply with those legal requirements.

4 96. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
5 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
6 penalties for each Class Member.

7 **SEVENTH CAUSE OF ACTION**

8 **CIVIL PENALTIES**

9 **(Lab. Code §§ 2698, *et seq.*)**

10 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

11 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 98. The “Aggrieved Employees” are all members of the Class defined above who
13 Defendants employed during the period beginning July 26, 2022 and ending on the date that
14 final judgment is entered in this action.

15 99. Labor Code § 204 states

16 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
17 or 204.2, earned by any person in any employment are due and payable twice
18 during each calendar month, on days designated in advance by the employer as
19 the regular paydays. Labor performed between the 1st and 15th days, inclusive,
20 of any calendar month shall be paid for between the 16th and the 26th day of the
month during which the labor was performed, and labor performed between the
16th and the last day, inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month. ...

21 (b) (1) Notwithstanding any other provision of this section, all wages
22 earned for labor in excess of the normal work period shall be paid no later than
23 the payday for the next regular payroll period.

24 (2) An employer is in compliance with the requirements of subdivision (a)
25 of Section 226 relating to total hours worked by the employee, if hours worked
26 in excess of the normal work period during the current pay period are itemized
27 as corrections on the paystub for the next regular pay period. Any corrections set
out in a subsequently issued paystub shall state the inclusive dates of the pay
period for which the employer is correcting its initial report of hours worked.

28 (c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall

1 apply to the covered employees.

2 (d) The requirements of this section shall be deemed satisfied by the
3 payment of wages for weekly, biweekly, or semimonthly payroll if the wages
4 are paid not more than seven calendar days following the close of the payroll
5 period.

6 100. Defendants paid wages to employees on regular intervals. Defendants,
7 however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked.
8 On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved
9 Employees on such intervals for all wages earned and all hours worked.

10 101. Labor Code section 1174, which also pertains to recordkeeping, states:

11 Every person employing labor in this state shall

12 ...

13 (c) Keep a record showing the names and addresses of all employees employed
14 and the ages of all minors.

15 (d) Keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units earned by
18 and any applicable piece rate paid to, employees employed at the respective
19 plants or establishments. These records shall be kept in accordance with rules
20 established for this purpose by the commission, but in any case shall be kept on
21 file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate
23 basis, piece-rate units earned.

24 102. Defendants failed to compensate Plaintiff and all of the other Aggrieved
25 Employees for all hours worked at the correct rates of pay, including all minimum wages
26 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
27 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
28 net wages earned, and related compensation. As a result, Defendants have failed to accurately
29 maintain all records required by section 1174 and the Wage Order, including but not limited to
30 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
31 applicable hourly rates during each payroll period.

32 103. Labor Code § 246(i) states,

33 An employer shall provide an employee with written notice that sets forth the
34 amount of paid sick leave available, or paid time off leave an employer
35 provides in lieu of sick leave, for use on either the employee's itemized wage

statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

104. Defendants failed to provide Plaintiff and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available.

105. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

106. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

107. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class Members are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by

1 California Labor Code § 1174.5).

2 E. For violations of California Labor Code § 1197, one hundred dollars
3 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
4 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
5 per pay period (regardless of whether the initial violations were intentionally committed)
6 (penalty amounts established by California Labor Code § 1197.1).

7 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
8 246, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
9 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
10 Employee per pay period for each subsequent violation (penalty amounts established by
11 California Labor Code § 2699(f)(2)).

12 108. Plaintiff has complied with the procedures for bringing suit specified in
13 California Labor Code § 2699.3. By letter dated July 26, 2023, Plaintiff filed written notice
14 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
15 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
16 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
17 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
18 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
19 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
20 not intend to investigate these allegations.

21 109. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
22 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
23 connection with their claims for civil penalties.

24 **EIGHTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

27 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

28 110. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

111. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

112. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

113. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, missed meal period premium wages, missed rest period premium wages, mobile phone, cleaning supplies, and other expenses, and comparable money and property.

114. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

115. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

V. PRAYER FOR RELIEF

116. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for relief and judgment against Defendants as follows:

- A. An order that the action be certified as a class action with respect to Plaintiff's claims for violations of California law;
- B. An order that Plaintiff be appointed class representative;
- C. An order that counsel for Plaintiff be appointed class counsel;

1 D. Unpaid wages, including minimum, regular, overtime, double-time, split
2 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
3 time, and reporting time wages;

4 E. Liquidated damages;

5 F. Statutory penalties, including waiting time penalties;

6 G. Civil penalties;

7 H. Restitution;

8 I. Declaratory relief;

9 J. Actual damages;

10 K. Pre-judgment interest;

11 L. Costs of suit;

12 M. Reasonable attorneys' fees; and

13 N. Such other relief as the Court deems just and proper.

14 **VI. DEMAND FOR JURY TRIAL**

15 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
16 on all issues so triable.

17 Dated: January 14, 2024

MM LAW, APC

18 By Maralle Messrelia
19 Maralle Messrelia, Esq.
20 Attorneys for Plaintiff,
21 JOSE FIGUEROA, and all others similarly
22 situated
23
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EXHIBIT 4

ARTURO SANTANA, JR., (SBN 128074)
754 North Citrus Avenue
Covina, California 91723
Telephone: (626) 967-1500
Facsimile: (626) 967-1533

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County of Los Angeles
2/15/2024 11:46 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Trinh, Deputy Clerk

Attorney for Defendant JJ PROPERTY MAINTENANCE NETWORK INC.

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

JOSE FIGUEROA, et. al.	Case No. 24STCV01057
Plaintiff,	
vs.	[Assigned to Dept 10]
JJ PROPERTY MAINTENANCE NETWORK, INC., a California Corporation and DOES 1-25, inclusive,	
Defendants.	

Defendant JJ PROPERTY MAINTENANCE NETWORK INC. hereby answers the
unverified Complaint of Plaintiff Jose Figueroa, et. al. ("Plaintiff") on file herein, and admits, denies,
and alleges as follows:

GENERAL DENIAL

Pursuant to Code of Civil Procedure Section 431.30, Defendant generally and specifically
denies each and every allegation stated against it in the unverified Complaint and denies that Plaintiff
is entitled to the relief sought in the Complaint or to any relief at all.

1 **FIRST AFFIRMATIVE DEFENSE**

2 **(Failure to State a Cause of Action)**

- 3 1. The Complaint fails to state a cause of action upon which relief may be granted.

4 **SECOND AFFIRMATIVE DEFENSE**

5 **(Laches)**

- 6 2. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

7 **THIRD AFFIRMATIVE DEFENSE**

8 **(Unclean Hands)**

- 9 3. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

10 **FOURTH AFFIRMATIVE DEFENSE**

11 **(Waiver)**

- 12 4. Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

13 **FIFTH AFFIRMATIVE DEFENSE**

14 **(Equitable Estoppel)**

- 15 5. Defendant is informed and believes, and thereon allege, that each and every cause of
16 action in the Complaint is barred by reason of acts, omissions, representations, and courses of
17 conduct by Plaintiff by which Defendants were led to rely to their detriment, thereby barring, under
18 the doctrine of equitable estoppel any causes of action asserted by the Plaintiff.

19 **SIXTH AFFIRMATIVE DEFENSE**

20 **(Estoppel)**

- 21 6. Defendant is informed and believes, and on this basis alleges, that Plaintiff is estopped
22 by Plaintiff's own actions and conduct from asserting any cause of action against Defendants.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 **(Statute of Limitations)**

- 25 7. Plaintiff's claims are barred, in whole or in part, by the applicable statutes of
26 limitations, including but not limited to California Code of Civil Procedure Sections 338(a), 340(a),
27 and 343.

1 **EIGHTH AFFIRMATIVE DEFENSE**

2 **(No Damages)**

3 8. Plaintiff's claims are barred, in whole or in part, because Plaintiff suffered no
4 damages.

5 **NINTH AFFIRMATIVE DEFENSE**

6 **(No Waiting Time Penalties)**

7 9. Defendant is informed and believes, and thereon allege, Plaintiff's claims for waiting
8 time penalties pursuant to California Labor Code Section 203 are barred because Defendants did not
9 willfully withhold wages over which there was no good faith dispute, and in fact, always acted with
10 the good faith belief that Plaintiff was compensated as required by law.

11 **TENTH AFFIRMATIVE DEFENSE**

12 **(Accurate Wage Statements)**

13 10. Defendant is informed and believes, and thereon allege, at all times, that Plaintiff was
14 provided an accurate wage statement in compliance with the applicable wage order and California
15 Labor Code.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 **(Good Faith Belief)**

18 11. Defendant is informed and believes, and thereon allege, at all times, Defendants were
19 acting in good faith and had reasonable grounds for believing that their method of compensating
20 Plaintiff was lawful.

21 **TWELFTH AFFIRMATIVE DEFENSE**

22 **(All Wages Timely Paid)**

23 12. Defendant is informed and believes, and thereon alleges Plaintiff was paid all wages
24 due him on a timely basis, because Defendants did not willfully withhold wages over which there
25 was no good faith dispute and in fact acted at all times with the good faith belief that Plaintiff was
26 compensated as required by law.

1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 **(Conduct Reasonable and In Good Faith/Not Willful)**

3 13. Defendants are informed and believe, and thereon alleges, that Defendants always
4 acted on the basis of good faith and reasonable belief that they had complied fully with California
5 wage and hour laws including, but not limited to, administrative regulations, orders, rulings, and/or
6 enforcement policies.

7 **FOURTEENTH AFFIRMATIVE DEFENSE**

8 **(Reasonable Belief of No Violation)**

9 14. Defendants are informed and believe, and thereon alleges, that (without admitting any
10 such violation), that any violation of the California Labor Code or of a Wage Order of the Industrial
11 Welfare Commission was an act or omission made in good faith, and that in any participation in such
12 acts, there were reasonable grounds for believing that the act or omission was not a violation of the
13 California Labor Code or any Wage Order of the Industrial Welfare Commission.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 **(Defendants' Conduct Not Willful or Intentional)**

16 15. Defendants are informed and believe, and thereon alleges, that Defendants have not
17 willfully or intentionally failed to pay any such additional compensation to Plaintiff to justify any
18 awards of penalties or fees.

19 **SIXTEENTH AFFIRMATIVE DEFENSE**

20 **(All Breaks Provided)**

21 16. Defendants are informed and believe, and thereon alleges, that all meal and rest
22 periods were provided, permitted, and/or waived by Plaintiff consistent with any and all applicable
23 regulations, statutes, and Wage Orders.

24 **SEVENTEENTH AFFIRMATIVE DEFENSE**

25 **(No Injury)**

26 17. Defendants are informed and believe, and thereon alleges, Plaintiff did not work hours
27 entitling him to overtime.
28

1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 **(No Knowing or Intentional Failure)**

3 18. Defendant is informed and believes, and thereon alleges, that Plaintiff's claims for
4 penalties pursuant to California Labor Code Section 226 is barred because Defendants did not
5 knowingly and intentionally fail to comply with California Labor Code Section 226 or any statute or
6 regulation of similar effect.

7 **NINETEENTH AFFIRMATIVE DEFENSE**

8 **(No Injury)**

9 19. Defendant is informed and believes, and thereon alleges, that Plaintiff's claims for
10 penalties pursuant to Labor Code Section 226 is barred because Plaintiff has not been injured by
11 Defendants' alleged failure to comply with Section 226 or any statute of similar effect.

12 **TWENTIETH AFFIRMATIVE DEFENSE**

13 **(De Minimis Hours)**

14 20. Defendants is informed and believes, and thereon alleges, that Plaintiff's claims for
15 failure to pay compensation for all hours worked are barred because, to the extent Plaintiff worked
16 any time for which she was not paid, such time was *de minimis* as a matter of law.

17 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

18 **(No Business Expenses and/or Business Expenses Paid)**

19 21. Defendant is informed and believes, and thereon alleges, that Plaintiff's claims for
20 failure to reimburse business expenses are barred because Plaintiff was paid all necessary expenses
21 incurred directly related to the job and/or Plaintiff did not incur necessary expenses directly related
22 to the job.

23 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

24 **(No Private Right of Action)**

25 22. Plaintiff's Complaint, and each and every cause of action therein, fails against the
26 Defendant because Plaintiff has no private right of action against Defendant and Plaintiff's claims
27 violate Labor Code Section 2802.

1 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

2 **(After Acquired Evidence)**

3 23. To the extent discovery may disclose information which could serve as a basis for the
4 termination of Plaintiff's employment, Plaintiff is barred from recovery by the after-acquired
5 evidence doctrine.

6 **TWENTY-FIRST-FOURTH AFFIRMATIVE DEFENSE**

7 **(Performance of Duties)**

8 24. Defendant is informed and believes, and thereon alleges, that it fully performed any
9 and all contractual, statutory, and other duties they owed to Plaintiff under applicable law. Therefore,
10 Plaintiff's Complaint, and each purported cause of action set forth therein, is barred.

11 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

12 **(Bad Faith)**

13 25. Plaintiff's Complaint, and each purported cause of action set forth therein, have
14 always been, and continue to be, frivolous, unreasonable, in bad faith, and groundless. Plaintiff
15 brought this action in bad faith and is therefore barred from any recovery in this action.

16 **TWENTY-THIRDAFFIRMATIVE DEFENSE**

17 **(Failure to Exhaust Internal Administrative Remedies)**

18 26. Defendant is informed and believes, and thereon allege, that Plaintiff's Complaint,
19 and each purported cause of action set forth therein, is barred to the extent that he failed to exhaust
20 Defendants' internal remedies or to utilize Defendants' policies and procedures in connection with
21 his complaints.

22 **TWENTY-FOURTHAFFIRMATIVE DEFENSE**

23 **(All Reporting Time Wages Paid)**

24 27. Defendant is informed and believes, and thereon allege, that Plaintiff was paid all
25 wages including pay for coming to work and not working assigned shifts.
26
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1 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

2 **(All Nonproductive Time Wages Paid)**

3 28. Defendants are informed and believe, and thereon allege, that Plaintiff was paid all
4 wages including pay for nonproductive time.

5 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

6 **(All Recovery Period Provided and Wages Paid)**

7 29. Defendants are informed and believe, and thereon allege, that Plaintiff was paid all
8 wages including pay for recovery periods and/or provided recovery periods.

9 **THIRTIETH AFFIRMATIVE DEFENSE**

10 **(All Recovery Period Provided and Wages Paid)**

11 30. Defendants are informed and believe, and thereon allege, that Plaintiff was paid all
12 wages including pay for recovery periods and/or provided recovery periods.

13 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

14 **(Attorney's Fees and Costs)**

15 31. Defendants are informed and believe, and thereon allege, that there is no statutory or
16 contractual basis for seeking attorneys' fees and costs against Defendants.

17 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

18 **(Unjust Enrichment)**

19 32. Plaintiff may not recover damages in this action because, under the circumstances
20 presented, it would constitute unjust enrichment.

21 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

22 **(Limitation of Jury Trial)**

23 33. Plaintiff is not entitled to have equitable issues or matters of law tried to a jury, so
24 Plaintiff's demand for a jury trial should be limited to exclude these matters.

25 **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

26 **(Uncertain Damages)**

27 34. Plaintiff's claims are barred, in whole or in part, because they are uncertain.
28 ambiguous and/or unintelligible.

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1 **FORTIETH AFFIRMATIVE DEFENSE**

2 **(Duplicative Recovery is Barred)**

3 41. Defendants allege that Plaintiff, and the individuals on whose behalf Plaintiff seeks
4 relief, are not entitled to recovery of penalties under PAGA to the extent that such penalties are
5 sought in addition to penalties for the same claims and such duplicative recovery is barred and
6 constitutes unjust enrichment.

7 **FORTY-FIRST AFFIRMATIVE DEFENSE**

8 **(PAGA Claims Not Suitable for Representative Action)**

9 42. Defendants allege Plaintiff's claims for penalties under PAGA cannot be determined
10 on a class or community-wide basis.

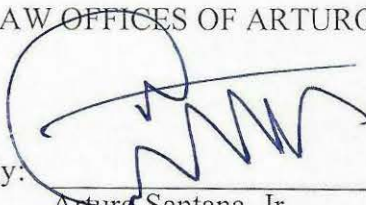
11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Defendants pray for judgment as follows:

- 13 1. That Plaintiff's Complaint be dismissed;
- 14 2. That Plaintiff takes nothing by reason thereof;
- 15 3. That judgment be entered in favor of Defendant;
- 16 4. That Defendant be awarded its attorneys' fees and costs incurred in connection with
17 this action, if allowable by law or contract; and,
- 18 5. For such other and further relief as the Court may deem just and proper.
- 19
- 20

21 DATED: February 14, 2024

LAW OFFICES OF ARTURO SANTANA

22 By: 

23 Arturo Santana, Jr.
24 Attorney for Defendant
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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 754 North Citrus Avenue, Covina, California 91723.

On February 15, 2024, I served the following document(s) described as **DEFENDANT'S ANSWER TO COMPLAINT** on the interested party(ies) in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

Maralle Messrelain, Esq.
500 N. Central Ave., Suite 840
Glendale, CA 91203

- ☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Covina, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY OVERNIGHT DELIVERY:** I served such envelope or package to be delivered on the same day to an authorized courier or driver authorized by the express service carrier to receive documents, in an envelope or package designated by the express service carrier.
- ☐ **BY FACSIMILE:** I served said document(s) to be transmitted by facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (626) 967-1533. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error.
- ☐ **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand to the office of the addressee(s).
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☐ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 15, 2024, Covina, California.

ELIZABETH ROMERO

EXHIBIT 5

MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Brand Blvd., Ste 2000
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
JOSE FIGUEROA, and all others similarly situated

ARTURO SANTANA, JR. (SBN 128074)
art@santanaesq.com
754 North Citrus Avenue
Covina, California 91723
Telephone: (626) 967-1 500
Facsimile: (626) 967-1533

Attorneys for Defendant,
JJ PROPERTY MAINTENANCE NETWORK INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)

JOSE FIGUEROA, on behalf of himself and
all others similarly situated, and the general
public, and as an “Aggrieved Employee” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

JJ PROPERTY MAINTENANCE
NETWORK, INC., a California corporation;
and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV01057

**JOINT STIPULATION TO DISMISS
CLASS CLAIMS WITHOUT
PREJUDICE; DECLARATION OF
MARALLE MESSRELIAN IN
SUPPORT; ~~PROPOSED~~ ORDER
THEREON**

Judge: Hon. . William F. Highberger
Dept.: SS10
Trial date: Not Set

Complaint filed: 01/16/2024

1
2 Plaintiff JOSE FIGUEROA (“Plaintiff”) and Defendant JJ PROPERTY MAINTENANCE
3 NETWORK, INC. (“Defendant”) (collectively “the Parties”), hereby stipulate, through their
4 respective counsel, to the following:

5 WHEREAS, on July 26, 2023, Plaintiff submitted a Private Attorneys General Act
6 (“PAGA”) Notice to the California Labor and Workforce Development Agency (“LWDA”) with
7 claims for failure to pay for all hours worked, failure to pay overtime wages, failure to provide
8 meal periods and rest breaks, failure to provide accurate itemized wage statements, and waiting
9 time penalties pursuant to Labor Code §§201-203.

10 WHEREAS, on January 16, 2024, Plaintiff filed a putative wage and hour Class
11 Action Complaint, based on these same allegations in the PAGA Notice, in the Los County
12 Superior Court, Case no.: 24STCV0105, against Defendant alleging that Defendant: (1) failed
13 to pay all wages earned for all hours worked at the correct rates of pay; (2) failed to provide rest
14 breaks; (3) failed to provide meal periods; (4) failed to indemnify employees for expenditures;
15 (5) failed to provide accurate itemized wage statements; (6) failed to pay wages when
16 employment ends; (7) civil penalties under the Private Attorney’s General Act (“PAGA”); and
17 (8) unfair business practices (the “Complaint”).

18 WHEREAS, on September 3, 2025, the Parties participated in an all-day mediation
19 presided over by professional neutral Laurie Saldana, Esq. At the mediation, Defendant provided
20 information regarding its financial condition to the mediator and the Parties engaged in
21 discussions regarding Defendant’s financial condition and the feasibility of a class settlement.

22 WHEREAS, during mediation and after consideration of Defendant’s financial
23 condition, the Parties determined that a class action settlement was not viable. Accordingly, the
24 Parties agreed to resolve the representative PAGA claim and reached a settlement of the PAGA
25 cause of action.

26 WHEREAS, pursuant to California Rules of Court Rule 3.770(a), Court approval is first
27 required in relation to the Class Action claims before those claims can be dismissed. California
28 Rule of Court 3.770 authorizes the Court to dismiss a putative class action without a hearing and

1 without notice to the putative class where a class has not been certified and notice has not been
2 provided to the putative class.

3 WHEREAS, no class has been certified in this Action, no notice has been individually
4 sent to putative class members in this Action, and none of the putative class members should be
5 prejudiced in any way by dismissal of the class claims without prejudice, in the absence of notice.

6 NOW, THEREFORE, the Parties, by and through their respective counsel of record,
7 agree and stipulate as follows: Plaintiff's Class Action Causes of Action (the First through Sixth
8 Causes of Action and the Eighth Cause of Action) be dismissed without prejudice, leaving only
9 Plaintiff's PAGA cause of action (the Seventh Cause of Action).

10 **IT IS SO STIPULATED.**

11 November
12 Dated: October 10, 2025

MM LAW, APC

13 By Maralle Messrelian
14 MARALLE MESSRELIAN
15 Attorneys for Plaintiff,
16 JOSE FIGUEROA and all others similarly
situated

17 11-10 -
18 Dated: October 11, 2025

ARTURO SANTANA, JR.

19 By Arturo Santana, Jr.
20 ARTURO SANTANA, JR.
21 Attorneys for Defendant,
22 JJ PROPERTY MAINTENANCE
23 NETWORK INC.
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[PROPOSED] ORDER

Pursuant to Rule 3.770 of the California Rules of Court, the parties' stipulation came before the Court for approval of the dismissal of Plaintiff's class claims without prejudice. Pursuant to Rule 3.770(b) of the California Rules of Court, the Court may consider and grant the dismissal without hearing.

After considering the parties' stipulation and the declaration from Plaintiff's counsel in support, the Court grants the dismissal. Pursuant to Rule 3.770(a) of the California Rules of Court, Plaintiff has supported his request for dismissal with a declaration from counsel adequately setting forth the facts on which he relies in seeking dismissal. The stipulation for dismissal seeks an order from this Court dismissing Plaintiff's Class Action Causes of Action (the First through Sixth Causes of Action and the Eighth Cause of Action) without prejudice.

No class has been certified. No putative class members have been given written notice of the class claims against Defendant, or of this class action lawsuit. Accordingly, the Court finds that no putative class members will be prejudiced by the dismissal and no notice to putative class members will be required pursuant to Rule 3.770(c). After considering the stipulation for dismissal and the supporting declaration from Plaintiff's counsel, the Court GRANTS the stipulation for dismissal and DISMISSES Plaintiff's Class Action Causes of Action (the First through Sixth Causes of Action and the Eighth Cause of Action) without prejudice.

IT IS SO ORDERED.

Dated: 11/19/2025



Hon. William L. Highberger
Judge of the Superior Court

EXHIBIT 6

Jose Figueroa v. JJ Property Maintenance Network, Inc.
Superior Court of California, County of Los Angeles
Case No. 24STCV01057

MM Law, APC: Costs and Expenses	Total
LWDA Notice Filing Fee	\$ 75.00
Complaint filing fee	\$ 1,481.72
Misc. court filing costs	\$ 176.42
electronic service costs - file and serve express	\$ 140.00
Mediation Fees	\$ 5,000.00
Data Analyst for Mediation	\$ 1,350.00
PAGA Motion Filing Costs	\$ 73.41
Current Costs through 1/12/2026(PAGA)	\$ 8,296.55

EXHIBIT 7

Case Name: Jose Figueroa v. JJ Property Maintenance Network
Monday, October 6, 2025

Requesting Attorney:

Maralle Messrelian
MESSRELIAN LAW INC.
maralle@messrelianlaw.com
818.810.7747

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	270
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,346.90
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,033.10
Case Conclusion:	\$570.00

Estimated ILYM Fees & Expenses: \$4,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Jose Figueroa v. JJ Property Maintenance Network

Monday, October 6, 2025

Requesting Attorney's Name: Maralle Messrelian

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$90.00	1	\$90.00
Toll-Free Customer Service Representative	Flat Rate	\$116.90	1	\$116.90

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,346.90

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	270	\$405.00
USPS First Class 1oz Postage	Per Piece	\$0.75	270	\$202.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	38	\$75.60
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,033.10

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$570.00

Estimated ILYM Fees & Expenses: \$4,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 8