

1 Blake R. Jones (SBN 211221)
2 blake@blakejones.law
3 **BLAKE JONES LAW, PC**
4 355 South Grand Avenue
5 Suite 2450 - #2052
6 Los Angeles, CA 90071
7 Tel: (323) 576-3221
8 Attorneys for Plaintiff

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

CELIA FORD, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

WILDFLOUR BAKERY AND CAFÉ, LLC,
an unknown business entity; KANAN
BAKING CO., an unknown business entity;
GREG YULISH, an individual; and DOES 1
through 10, inclusive;

Defendants.

CASE NO.: 23STCV20084

**DECLARATION OF BLAKE R. JONES
RE: MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

[Filed with Joint Stipulation and Order]

Hon. Lynne M. Hobbs
Dept. 61

1 I, Blake R. Jones, hereby declare as follows:

2 1. I am an attorney licensed to practice in California. I am the owner of Blake Jones
3 Law, PC, counsel of record for Plaintiff. I provide the following information based on my own
4 personal knowledge, unless otherwise indicated. If called to testify as to the facts within, I would
5 and could competently do so.

6 **EXHIBITS**

7 2. Attached hereto as Exhibit A is a true and correct copy of the fully executed PAGA
8 Settlement Agreement.

9 3. Attached hereto as Exhibit B is a true and correct copy of the loadstar hours that
10 Blake Jones Law PC has incurred in the prosecution of Plaintiff's PAGA claim.

11 4. Attached hereto as Exhibit C is a true and correct copy of the Blake Jones Law
12 PC's Cost Ledger for costs incurred in the prosecution of Plaintiff's PAGA claim.

13 5. Attached hereto as Exhibit D is a true and correct copy of the PAGA Notice letter
14 that Plaintiff submitted to the Labor Development and Workforce Agency ("LWDA") prior to
15 filing this lawsuit and the confirmation of receipt from the LWDA.

16 **BACKGROUND AND PROCEDURAL HISTORY**

17 6. On June 14, 2023, my office provided written notice to the California Labor &
18 Workforce Development Agency ("LWDA") and Defendant of Plaintiff's intention to pursue the
19 underlying PAGA Action. (Ex. D).

20 7. On August 22, 2023, my office filed the underlying action against Defendants
21 Wildflour Bakery and Café, LLC, Kanan Baking Company and Greg Yulish, asserting a single
22 claim for violations of the California Private Attorneys General Act ("PAGA") (Labor Code §
23 2698 et seq.).

24 8. I subsequently discovered that there was another pending Class/PAGA action in
25 Los Angeles Superior Court filed by a former employee, David Lord Lindsay, against Defendants
26 Wildflour Bakery and Café, LLC, Kanan Baking Company, and Coolish Holdings, LLC. (Case
27 No. 23STCV20038).

9. I spoke to counsel for Mr. Lindsay and we agreed to jointly prosecute the related actions.

10. After discussions with counsel for Defendants, we agreed to a global mediation.

INVESTIGATION

11. In connection therewith, I requested and received: Plaintiff's personnel file, timecards and wage statements; an approximate 20% random sampling of the Aggrieved Employees' time and payroll records; Defendants' Employee Handbook utilized during the PAGA period; other relevant written policies and procedures; and data concerning the Aggrieved Employees. I personally reviewed and analyzed these materials. Plaintiffs also retained an expert, Berger Consulting Group, to review the documents and data and to opine on the estimated PAGA exposure.

12. On June 10, 2024, the Parties attended a full-day mediation with Deborah Saxe (JAMS), where they were able to resolve the dispute subject to the Court's approval.

SETTLEMENT

13. The PAGA Settlement provides for payments as follows:

Gross Settlement Amount	\$80,000
PAGA Counsel's Litigation Costs	\$24,000 (Not to Exceed)
PAGA Counsel's Fees	\$28,000
Administrator's Fees	\$3,500.00 (not to exceed)
PAGA Penalties:	\$14,500 (\$10,875 to the LWDA and remaining \$3,625 to the Aggrieved Employees)

14. As discussed in my co-counsel's supporting declaration, settlement as it is fair, reasonable, and adequate in view of PAGA's purposes.

FURTHER PROCEDURAL HISTORY

15. In connection with the Settlement, the Parties filed a consolidated Frist Amended Complaint in this action on September 19, 2024, adding David Lord Lindsay as an additional Plaintiff,

1 adding Coolish Holdings, LLC, as an additional Defendant, and adding Lindsay's additionally asserted
2 Labor Code violations in support of the PAGA claim.

3 **EXPERIENCE OF PLAINTIFF FORD'S COUNSEL**

4 16. I graduated from the University of Missouri in 1996 with academic honors, and
5 graduated from Tulane Law School, *magna cum laude*, in 2000, where I served on the Moot Court
6 Board. I began working as an attorney that same year for Luce, Forward, Hamilton & Scripps,
7 LLP. I left with his mentor in 2004 to open the San Diego office of Hooper, Lundy & Bookman,
8 where I became a partner in 2008. I joined Gordon & Rees, LLP, in 2011 and served as a partner
9 in its Employment Law practice group until 2020. I joined Crosner Legal, P.C., on June 1, 2020,
10 as "of counsel", and served as its managing litigation attorney from December 1, 2020 –
11 September 12, 2022. As the managing litigation attorney of Crosner Legal, I managed our entire
12 wage and hour litigation practice group, overseeing between 6-8 attorneys handling hundreds of
13 Class and/or PAGA actions. In October 2022, I started my own firm Blake Jones Law, PC, where
14 approximately 70% of my practice consists of prosecuting wage and hour class and representative
15 actions. In short, I have represented both employees and employers in several hundred cases in
16 both state and federal courts, including at least a hundred wage and hour class actions and Private
17 Attorney General Representative Actions. I have obtained millions of dollars for employees in
18 these cases.

19 17. Among others, I have served as lead counsel in the following wage and hour class
20 and representative action settlements:

- 21 a. a \$2.85 million dollar wage and hour settlement in 2021 in *Valencia v. The Original*
22 *Mowbray's Tree Service, Inc.*, San Bernardino Cty. Super. Ct. Case No.
23 CIVDS1825518;
24 b. a \$900,000 wage and hour class action settlement in 2022 in *Cannon v. Trustaff Travel*
25 *Nurses, LLC*, Alameda County Super. Ct. Case No. RG20057959;
26 c. a \$1 million wage and hour class action settlement in 2022 in *Duong v. Loan Factory,*
27 *Inc.*, Santa Clara Cty. Super. Ct., Case No. 21CV382467;

- 1 d. a \$667,500 wage and hour class action settlement in 2022 in *Kapusta v. Cardinale*
2 *Motors SLO, Inc.*, Kern Cty. Sup. Ct., Case No. BCV-20-101593;
- 3 e. a \$800,000 settlement in 2022 in *Avila v. Shannon Ranches, Inc.*, Lake County Sup.
4 Ct., Case No. CV418366;
- 5 f. a \$850,000 settlement in 2023 in *Reed v. Williams-Sonoma Stores, Inc.*, San Francisco
6 Super. Ct., Case No. CGC-22-598118;
- 7 g. a \$3.7 million dollar settlement in 2023 in *Cannon v. Pasadena Hospital Assoc.*, Los
8 Angeles Cty. Super. Ct., Case No. 19STCV14554;
- 9 h. a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx*
10 *Supply Chain, Inc.*, San Bernardino Cty. Super. Ct., Case No. CIVDS2023369;
- 11 i. a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley*
12 *Thrift Store, Inc.*, Los Angeles Cty. Super. Ct., Case No. 21STCV00925;
- 13 j. a \$2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel*
14 *Centers*, San Bernardino Cty. Super. Ct., Case No. CIVDS1931464.;
- 15 k. a \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
16 *Autism Therapy*, San Francisco Cty. Super. Ct., Case No. CGC-21-596378;
- 17 l. a \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*,
18 Los Angeles Cty. Super. Ct., Case No. 21STCV05707; and,
- 19 m. a \$1.3 million wage and hour class action settlement in 2023 in *Ellsworth, et al. v.*
20 *Hallcon*, Los Angeles Cty. Super. Ct., Case No. 20STCV06618.

21 **REQUEST FOR ATTORNEY’S FEES AND COSTS**

22 18. The Settlement Agreement provides for a Gross Settlement Amount (“GSA”) of
23 \$80,000, with requested attorney’s fees of \$28,000 and requested litigation costs of not more than
24 \$24,000.

25 19. To date, I have spent no less than 83.3 hours prosecuting Plaintiff’s PAGA claim.
26 (Ex. B.) This does not include the time I will spend attending the hearing on the motion for
27 approval and overseeing the administration process.

1 20. My hourly rate is currently \$850, which has been approved by numerous California
2 courts, including those listed above. I have been practicing law for approximately 24 years,
3 including working as (1) an associate and eventual partner at Hooper Lundy & Bookman for
4 approximately seven years, (2) as a partner for Gordon Rees Scully Manuskhani for approximately
5 eight years, (3) the managing attorney of Crosner Legal for two years; and (4) the owner of my
6 own firm for approximately 2 years.

7 21. My hourly rate comports with the adjusted Laffey Matrix, which provides that the
8 reasonable hourly rates for attorneys with 20+ years of experience are \$1057 as of June 1, 2023.
9 The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/sec.html>. I have not
10 raised my hourly rates in approximately the past four years.

11 22. With regard to the prosecution of the PAGA claim, the total loadstar for Blake
12 Jones Law PC is \$70,805. I am not requesting a multiplier, as the loadstar amount is greater than
13 the \$28,000 in requested attorney's fees that I will be sharing with counsel Linday per a Join
14 Prosecution Agreement.

15 23. Plaintiff Ford has incurred costs to date of \$9,427.15, including: (1) \$1,148.27 to
16 One Legal for e-filing and service of documents; (2) \$75 to the LWDA for submitting the PAGA
17 notice; and (3) \$8,203.88 to JAMS for mediation costs. All of the requested costs are reasonable,
18 have been necessarily incurred in the course of prosecuting Plaintiff's PAGA claim, and have been
19 paid by my firm.

20 Dated: February 4, 2025



Blake R. Jones

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made by and between plaintiffs David Lord Lindsay and Celia Ford (together “**Plaintiffs**”) and defendants Coolish Holdings, LLC, Wildflour Bakery & Café, LLC, and Kanan Baking Co. (together “**Wildflour**”)¹ and Greg Yulish (collectively with Wildflour “**Defendants**”). The Agreement refers to Plaintiffs and Defendants collectively as “**Parties**,” or individually as “**Party**.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff Ford’s PAGA lawsuit alleging wage and hour violations against Defendant Wildflour Bakery & Café, LLC, Kanan Baking Co. and Greg Yulish, captioned *Celia Ford v. Wildflour Bakery & Café, LLC, et al.* (case no. 23STCV20084) initiated on August 22, 2023, and pending in Superior Court of the State of California, County of Los Angeles. On September 19, 2024 Plaintiffs filed a First Amended Complaint in the Action adding David Lord Lindsay and all PAGA violations asserted by him in the Related Action.
- 1.2 “Administrator” means Simpluris, 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 “Allegedly Aggrieved Employee” means all individuals who worked for Defendants, or any of them, as non-exempt employees in California at any time between June 14, 2022 and December 31, 2022.
- 1.5 “Allegedly Aggrieved Employee Data” means Allegedly Aggrieved Employee identifying information in Defendants’ possession including the Allegedly Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Allegedly Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Allegedly 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 Allegedly Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.

¹ Coolish Holdings, LLC was formerly known as Wildflour Bakery & Café, LLC, and Kanan Baking Co. was a dba used by Coolish Holdings, LLC fka Wildflour Bakery & Café, LLC.

- 1.8 “Defense Counsel” means Joshua Mizrahi and Graham G. Lambert of Buchatler, A Professional Corporation.
- 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
(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 “Gross Settlement Amount” means \$80,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Allegedly Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods the Allegedly Aggrieved Employee worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs’ General Release Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.16 “PAGA Counsel” means Emil Davtyan, David Yeremian, Amanda Fazio, and Roman Shkodnik of D.Law, Inc.; and, Blake R. Jones of Blake Jones Law, PC the attorneys representing the Plaintiffs in the Action.
- 1.17 “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.
- 1.18 “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from June 14, 2022 to December 31, 2022.
- 1.20 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

- 1.21 “PAGA Notice” means Plaintiff Lindsay’s letter dated August 21, 2023 to Defendants and the LWDA and Plaintiff Ford’s letter dated June 14, 2023 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Allegedly Aggrieved Employees (\$3,625) and 75% to LWDA (\$10,875) in settlement of PAGA claims.
- 1.23 “Plaintiffs” means David Lord Lindsay and Celia Ford, the named plaintiffs in the Action.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means: Coolish Holdings, LLC, Wildflour Bakery & Café, LLC, and Kanan Baking Co. and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “Defendants” mean named Defendants Coolish Holdings, LLC, Wildflour Bakery & Café, LLC, Kanan Baking Co, Greg Yulish.
- 1.29 “Related Action” means the putative Class/PAGA action filed by Plaintiff Lindsay against Defendants Coolish Holdings, LLC (formerly known as Wildflour Bakery & Café LLC) and Kanan Baking Company, captioned *Lindsay v. Coolish Holdings, LLC, et al.* (Los Angeles Superior Court Case No. 23STCV20038).
- 1.30 “Plaintiffs’ General Release Payment” means the consideration of \$5,000 paid to each of the Plaintiffs in exchange for their general release of claims against Defendants.

2. **RECITALS.**

- 2.1 On August 21, 2023, Plaintiff Lindsay filed a putative Class Action complaint against Defendants Coolish Holdings, LLC (formerly known as Wildflour Bakery & Café LLC) dba Kanan Baking Company asserting wage and hour violations, captioned *Lindsay v. Coolish* On October 25, 2023, Plaintiff Lindsay filed a First Amended Complaint, adding a claim for violations of the Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.) (“PAGA”) (“Related Action”)

- 2.2 On August 22, 2023, Plaintiff Ford commenced the Action by filing a Complaint against Defendant alleging a single cause of action for violations of the Private Attorneys General Act of 2004 (PAGA). On September 19, 2024, Plaintiffs filed a First Amended Complaint alleging a single cause of action for alleged PAGA violations against Defendants. The First Amended Complaint is the operative complaint in the Action (the “**Operative Complaint.**”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4 Plaintiff Lindsay subsequently discovered that the putative Class members had entered into binding arbitration agreements that precluded him from pursuing Class claims.
- 2.5 Counsel for Plaintiffs and Defendant agreed to exchange relevant documents and information and to attempt mediation as to Plaintiffs’ PAGA claims. Plaintiffs’ counsel received and reviewed an approximate 20% sampling of the Aggrieved Employees’ time and payroll records, Defendant’s Employee Handbooks, all other wage and hour policies, data for the entire population of Allegedly Aggrieved Employees and other documents.
- 2.6 On June 26, 2024, the Parties attended a global mediation with Deborah Crandall Saxe. While the Parties were unable to resolve the case at mediation, Ms. Saxe stayed involved, and a resolution was eventually reached through a mediator’s proposal.
- 2.7 As part of the settlement, the Parties stipulated for leave to file a First Amended Complaint in the Action adding David Lord Lindsay as an additional plaintiff and adding all PAGA violations asserted by Lindsay in the Related Action.
- 2.8 As part of the settlement, Plaintiff Lindsay agrees to dismiss the Related Action. Plaintiff Lindsay will file a request for dismissal of the Related Action without prejudice pursuant to California Rules of Court, Rule 3.770 as soon as he receives confirmation that the First Amended Complaint was accepted by the Court in the Action.
- 2.9 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendants promise to pay \$80,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior

to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent (35 %) which is currently estimated to be \$28,000 and PAGA Counsel Litigation Expenses Payment of not more than \$24,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, 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 \$3,500 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 \$3,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 Plaintiffs' General Release Payment: A Plaintiff General Release Payment not to exceed \$5,000 per Plaintiff in exchange for serving as the lead Plaintiffs in the Action and for the general release described below in Section 5.1.
- 3.2.4 To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$14,500 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$10,875) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$3,625) 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 Allegedly Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$3,625) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Allegedly Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 135 Aggrieved Employees who worked a total of 1,097 PAGA Pay Periods.

4.2 Allegedly Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendants will simultaneously deliver the Allegedly Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Allegedly Aggrieved Employee' privacy rights, the Administrator must maintain the Allegedly Aggrieved Employee Data in confidence, use the Allegedly Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Allegedly Aggrieved Employee Data to Administrator employees who need access to the Allegedly Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Allegedly Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Allegedly Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Allegedly 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 Allegedly Aggrieved Employee Data.

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

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the

PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Allegedly 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) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct an Allegedly Aggrieved Employee Address Search for all Allegedly 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 Allegedly Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Allegedly Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Allegedly Aggrieved Employee whose original check was lost or misplaced, requested by the Allegedly Aggrieved Employee prior to the void date.
- 4.4.3 For any Allegedly 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 Allegedly Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Allegedly Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 Plaintiff's Release. Plaintiffs and his or her 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, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice with the exception of asserted by Plaintiff Ford in her pending employment discrimination lawsuit against

Defendants (Los Angeles Superior Court Case No. 23STCV16623), and any non-wage and hour claims that arise out of the same facts as the facts leading to the claims in Case No. 23STCV16623. (“**Plaintiffs’ Release**”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

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

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

5.2 Release by Allegedly Aggrieved Employees:

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

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

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel 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 Allegedly 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 Allegedly 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Allegedly Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 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 Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **ALLEGEDLY AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 135 Allegedly Aggrieved Employees who worked 1,097 Pay Periods during the PAGA Period. If it is determined that the number of pay periods during the PAGA Period exceeds 1,206 (1,097, plus 10% of 1,097), then Defendants may elect to either (A) end the PAGA Period on the date on which the number of pay periods reached 1,206, or (B) increase the Gross Settlement Amount in proportion to the increased percentage. For example, if such increase in pay periods is 12% more than 1,097 pay periods, the Gross Settlement Amount will increase by 2%. If this provision is triggered and the Gross Settlement Amount is increased, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys’ fees will increase proportionally such that the total amount of attorneys’ fees remains 35% of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

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

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

10. **ADDITIONAL PROVISIONS**.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended

or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Allegedly 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 Defendants 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 of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Allegedly Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Allegedly 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:

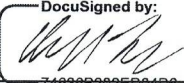
To Plaintiffs: Blake R. Jones
BLAKE JONES LAW PC
355 S. Grand Ave, Suite 2450-#2052
Los Angeles, CA 92103

David Yeremian
Roman Shkodnik
Amanda Fazio
D.LAW, INC.
880 E. Broadway
Glendale, CA 91205

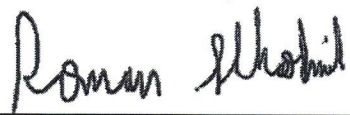
To Defendants: Joshua Mizrahi, Esq.
Buchalter, APC
1000 Wilshire Blvd., Ste. 1500
Los Angeles, CA 90017

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.

DocuSigned by:

740308202ED04D6...

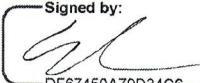
David Lord Lindsay



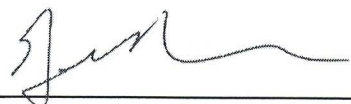
Counsel For Plaintiff David Lord Lindsay

Celia Ford
Celia Ford (Rev 13, 2024 17:32 PST)

Celia Ford

Signed by:

DF67450A79D34C6...

Eli Cooperstein For Wildflour



Graham G. Lambert Counsel For Wildflour



Counsel For Plaintiff Celia Ford

EXHIBIT B

Ford/Lindsay v. Wildflour Bakery and Café, et al.
(Los Angeles County Superior Court Case No. 23STCV20084)

Blake Jones Law PC
Time Report

Tasks	Blake Jones
Pre-filing Case Investigation	2.4
Pleadings and Law and Motion	21.3
Discovery and Post-Filing Investigation	25.6
Court Appearances	.4
Case Management; Litigation Strategy & Analysis	14.2
Mediation and Settlement Negotiations	19.4
Total Hours	83.3
Hourly Rate	\$850
Lodestar	\$70,805

EXHIBIT C

Ford/Lindsay v. Wildflour Bakery and Café, et al.
(Los Angeles County Superior Court Case No. 23STCV20084)

Blake Jones Law PC
Cost Ledger

VENDOR	AMOUNT	DISCRIPTION
One Legal	\$465.49	E-Service Provider and Court Fees
One Legal	\$17.66	E-Service Provider and Court Fees
One Legal	\$113.25	E-Service Provider and Court Fees
One Legal	\$17.66	E-Service Provider and Court Fees
One Legal	\$17.66	E-Service Provider and Court Fees
One Legal	\$113.25	E-Service Provider and Court Fees
One Legal	\$113.25	E-Service Provider and Court Fees
One Legal	\$113.25	E-Service Provider and Court Fees
One Legal	\$2.06	E-Service Provider and Court Fees
One Legal	\$19.71	E-Service Provider and Court Fees
One Legal	\$15.39	E-Service Provider and Court Fees
One Legal	\$19.71	E-Service Provider and Court Fees
One Legal	\$19.71	E-Service Provider and Court Fees
One Legal	\$17.45	E-Service Provider and Court Fees
One Legal	\$2.06	E-Service Provider and Court Fees

Ford/Lindsay v. Wildflour Bakery and Café, et al.
(Los Angeles County Superior Court Case No. 23STCV20084)

One Legal	\$20.02	E-Service Provider and Court Fees
One Legal	\$20.08	E-Service Provider and Court Fees
One Legal	\$40.61	E-Service Provider and Court Fees
JAMS	\$7,476.94	Mediation
JAMS	\$726.94	Non-refundable Cancellation Fee re Mediation
LWDA	\$75	PAGA Notice

Total Costs To Date: \$9,427.15

EXHIBIT D

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Wed 6/14/2023 4:45 PM
To Blake Jones <blake@blakejones.law>

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-962036-23

Order Number: ORD-000229647

Total:\$75.00

Card Type: Visa

Date: 6/14/2023

Billing Information

Name: Blake Jones

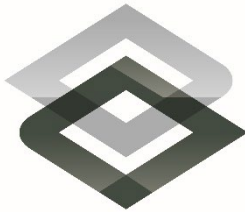
Email: blake@blakejones.law

Billing Address:

4348 Valle Vista

San Diego, California

92103

 Blake Jones Law PC	Blake R. Jones blake@blakejones.law 355 South Grand Avenue Suite 2450 - #2052 Los Angeles, CA 90071 Tel: (888) 210-4083 Fax: (323) 380-3781
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June 14, 2023

VIA ELECTRONIC SUBMISSION

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

VIA CERTIFIED MAIL (EMPLOYER)

Kanan Baking Company
Wildflour Bakery & Café, LLC
Wildflour Bakery, LLC
Greg M. Yulish
21250 Califa St, Suite 104
Woodland Hills, CA 91367

Re: Notice of Labor Code/IWC Wage Order Violations (Labor Code § 2699.3)

Dear LWDA and Employer,

Please be advised that my law firm, Blake Jones Law, PC, represents Claimant Celia Ford. Claimant was previously employed by Wildflour Bakery & Café, LLC (also known as Kanan Baking Company and Wildflour Bakery, LLC) (“Wildflour”). Claimant is informed that, at all relevant times, Wildflour was owned and operated by Greg Yulish, a California resident.

Claimant is informed and believes that Mr. Yulish is the *alter ego* of Wildflour; and, that the foregoing entities under which he operates are (1) fictitious business names and (2) not legal entities that are actively registered with California Secretary of State. Mr. Yulish and Wildflour are jointly referred to herein as “Employer”.

Claimant was employed by Employer during the relevant statutory period for asserting the underlying claims under the California Private Attorneys General Act (“PAGA”) (Labor Code § 2699 et seq.).

Pursuant to California Labor Code sections 2699.3 and 2699.5, Claimant, individually, and on behalf of all other exempt and non-exempt employees (“Aggrieved Employees”), hereby provides written notice of the following Labor Code and IWC Wage Order violations.

VIOLATIONS OF LABOR CODE AND IWC WAGE ORDERS

Recordkeeping Violations: Under California law, an employer must maintain accurate time and pay records, including (1) time records showing when employees begin and ends each work periods, meal periods, split shift intervals, and total hours worked, and (2) pay records showing its employees’ hours worked and applicable rates of pay during each pay period. (Labor Code § 1174 and IWC Wage Orders § 7).

Employer failed to maintain these records. Among other things, Employer failed to keep records of all hours worked for the non-exempt Aggrieved Employees, including time spent before clocking in (including completing a “Daily Health Screening”) and time spent “off the clock” donning and doffing their uniforms and protective gear.

Employer’s failure to keep “accurate and complete” time and payroll records for the Aggrieved Employees violates Labor Code §§ 1174 and the applicable IWC Wager Order § 7. These violations subject Employer to civil penalties under Labor Code § 2699.

Meal Period Violations: California law requires employers to provide employees a reasonable opportunity to take a duty-free thirty (30) minute meal period when an employee works more than five (5) hours in a workday. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. Employers must also provide employees with a second meal period when an employee works more than (10) hours in a workday, except under certain conditions. Employers must pay employees an additional hour of wages at the employees’ regular rate of pay for each missed meal period. (Labor Code §§ 226.7 and 512, IWC Wage Orders § 11.)¹

Employer failed to provide the Aggrieved Employees with compliant meal periods. Among other things, Aggrieved Employees routinely did not receive full thirty-minute meal periods as they were required to don and doff their uniforms and protective gear and wash their hands during meal periods. Aggrieved Employees also received shortened meal periods due to the fact that they had to wait in line to clock in from lunch, as there was only one available time clock for numerous

¹ Labor Code § 516 provides that the Industrial Welfare Commission may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.

employees. Employees were also occasionally interrupted during meal periods and asked to perform work.

Employer did not pay the Aggrieved Employees one additional hour of pay at their regular rates when Employer failed to provide compliant meal periods.

Employer failed to provide Aggrieved Employees the required meal breaks or premium pay in violation of California Labor Code §§ 226.7, 512 and 516 and IWC Wage Orders § 11. Employer is therefore liable for civil penalties under California Labor Code §§ 558 and/or 2699(f).

Rest Period Violations: Under California law, employers must provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. (Labor Code § 226.7 and IWC Wage Order § 12). Employers must pay employees an additional hour of wages at the employee's regular rate of pay where it fails to provide a compliant rest period. (Lab. Code § 226.7).

Employer violated Labor Code §§ 226.7 and 516, and IWC Wage Orders Section 11 by failing to provide the Aggrieved Employees with all required, compliant rest periods. Among other things, Aggrieved Employees failed to receive net ten-minute breaks because they were required to don and doff their uniforms and protective gear and wash their hands during their rest periods. Aggrieved Employees also had to frequently walk to designated remote areas to take their rest periods. Employer did not allow additional time for these activities.

Employer did not pay Aggrieved Employees premium pay for missed rest periods.

Employer is therefore subject to civil penalties under California Labor Code § 2699(f).

Minimum Wage Violations: Labor Code § 1197 requires employers to pay employees at least the minimum wage fixed by the Industrial Welfare Commission for all hours worked. Labor Code § 1194 similarly provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Employer failed to pay Aggrieved Employees minimum wages for all hours worked. Among other things, Employer failed to pay the Aggrieved Employees for work performed "off the clock" including time spent performing Daily Health Screenings, donning and doffing uniforms and protective gear, and required hand washing during breaks. Employer violated Labor Code §§ 510, 1194, 1197, 1198, and the applicable IWC Wage Order; and, is therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

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

Employer violated California overtime laws by failing to pay Aggrieved Employees for all overtime hours that they worked. Among other things, Employer failed to account for the “off-the-clock” work described herein. This off-the-clock work was often required to be paid at the applicable overtime rate based on the Aggrieved Employees’ total daily or weekly work hours.

Employer violated Labor Code §§ 510, 1194, 1197, 1198, and the applicable IWC Wage Order; and, is therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

Wage Statement Violations: An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. (Labor Code § 226(a).)

Employer violated Labor Code section 226(a) by failing to provide Claimant and the Aggrieved Employees with accurate itemized written wage statements. Specifically, Employer failed to list its legal name on the wage statements. Employer additionally failed to accurately list the total hours worked for the non-exempt Aggrieved Employees because Employer failed to include “off-the-clock work” described herein.

Violations for Failing to Timely Pay Wages During Employment: Labor Code § 204 requires an employer to pay all wages that are due and owing to employees twice during each calendar month on days designated in advance by the employer as regular paydays. Employer violated this statute by failing to pay the non-exempt Aggrieved Employees all wages that were due and owing each pay period, including failing to pay them for the “off the clock” work that they were

required to perform and failing to pay them premium pay for missed meal and rest periods. Employer is therefore subject to civil penalties under Labor Code § 2699.

Violations for Failing to Timely Pay Wages Upon Separation of Employment: If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. (Labor Code § 201.) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. (Labor Code § 202.) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Labor Code § 203.) Employer violated these statutes by failing to timely pay Claimant and the Aggrieved Employees all wages that were due and owing upon separation of employment, including failing to pay them for the “off the clock” work they were required to perform and failing to pay them premium pay for missed meal and rest periods. Employer is therefore subject to civil penalties under Labor Code §§ 2699 and/or 203.

Sick Pay Violations: California Labor Code § 246(i) provides in relevant part that “[a]n 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.”

California law require and employer to provide paid sick days to employees. (Labor Code § 246.) Paid sick leave must be calculated as set forth in Labor Code § 246(l). Employer failed to provide all of the required sick days or to accrue sick days at the required rate. Employer also failed to pay Claimant and the Aggrieved Employees sick pay at the correct rate. Among other things, Employer failed to calculate to include non-discretionary pay/bonuses and “match pay” when calculating the regular rates. Employer is therefore subject to penalties under Labor Code §§2699(a)/(f), 248.5 and/or 558.

Failure to Reimburse Business Expenses. Under California law, an employer is required to indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. (Labor Code § 2802.) Employer failed to reimburse Claimant and the Aggrieved Employees for such business expenses. Among other things, the Aggrieved Employees were required to purchase shoes and leave them on premises for sanitation reasons. Employer did not reimburse these expenses. Accordingly, Employer is subject to penalties under Labor Code § 2699(f).

CONCLUSION

Pursuant to Labor Code § 299.3(a)(2)(A), please advise my office within sixty days if the LWDA intends to investigate these alleged violations. In the event the LWDA fails to timely respond, please be advised that my office intends to file a PAGA action for these violations against Employer on behalf of Claimant and the Aggrieved Employees.

If the Employer cures any of the alleged violations that are subject to cure pursuant to Labor Code § 2699.3(c)(2)(A) within thirty (30) days, Employer is directed to give notice to this office via certified mail.

Thank you for your time and consideration. Should you have any questions or concerns, please contact me.

Sincerely,



Blake R. Jones