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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

BRANDON MARTIN, an individual on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

SAN ANTONIO POST ACUTE LLC, a
California limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No: CIVSB2317704

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: October 28, 2024

Time: 8:30 a.m.

Judge: Hon. Jeffrey R. Erickson
Department: S14

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

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

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant San Antonio Post Acute, LLC. (“Defendant”).

8 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of PAGA
9 Action and Release of PAGA Claims (“Agreement”) is attached hereto as Exhibit #1.

10 4. A true and correct copy of Plaintiff’s May 23, 2023, Notice of Violations filed with the
11 Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

12 5. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
13 PAGA Settlement, is attached hereto as Exhibit #3. Included with the Motion is a copy of the
14 Agreement.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 August 2, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of August
18 2, 2024, is attached hereto as Exhibit #5.

19 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
20 Exhibit #6.

21 **I. INTRODUCTION**

22 9. An objective evaluation of the proposed settlement confirms that the relief negotiated on
23 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
24 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
25 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
26 approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of
27 the Agreement. PAGA Counsel’s Qualifications are set forth in the Firm Resume attached hereto as
28 Exhibit #6.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant

10. On May 23, 2025, Plaintiff, on behalf of himself and on behalf of other Aggrieved Employees, served Defendant and the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; failure to timely pay wages due during, and upon termination of employment, and unpaid sick pay. (LWDA Case No. LWDA-CM-956982-23).

11. The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

12. On July 31, 2023, Plaintiff filed a representative action complaint against Defendant in San Bernardino Superior Court, Case Number CIV SB 2317704 (the "Action"). The Action alleged a single cause of action against Defendant for violations of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et seq.*

13. On April 23, 2024, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour representative actions. In advance of the with the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's potential liability exposure. Among the data and documents Defendant produced included, but was not limited to, the total number of Aggrieved Employees, total number of current Aggrieved Employees, total number of Pay Periods worked by Aggrieved Employees within the PAGA Period, information related to non-discretionary bonuses, employee handbooks, and time and payroll data.

14. The mediation resulted in a settlement and was memorialized in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement in the principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant motion. The Settlement

1 was negotiated in light of all known facts and circumstances and the uncertainty associated with
2 litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty
3 of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and the
4 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
5 arm’s length negotiations, with the assistance of the Mediator.

6 15. The Settlement is intended to fully and finally resolve the Released PAGA Claims
7 asserted by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a
8 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
9 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
10 is not a PAGA claim.¹ Nor does this Settlement waive Defendant’s right to assert *res judicata* or other
11 available defense to any asserted claim or lawsuit.

12 16. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
13 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
14 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
15 submit to the LWDA a copy of the Court’s judgment and order approving the Settlement Agreement
16 within ten (10) days after entry of judgment or order.

17 III. TERMS OF THE PAGA SETTLEMENT

18 17. The PAGA settlement is subject to Court approval consistent with Labor Code §
19 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
20 Amount payment in the amount of One Hundred Eighty Thousand Dollars and Zero Cents
21 (\$180,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
22 of: i) a PAGA Counsel Award in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00),
23 comprised of one-third of the Gross Settlement Amount (estimated to be approximately \$60,000.00),
24 and reimbursement of incurred litigation expenses in an amount not to exceed Twenty Thousand Dollars
25 and Zero Cents (\$20,000.00); ii) a Service Award to Plaintiff of up to Five Thousand Dollars and Zero
26 Cents (\$5,000.00); and iii) Settlement Administration Costs which will not exceed Five Thousand Five
27

28

¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

Hundred Dollars and Zero Cents (\$5,500.00). Agreement generally at § III(I)(8)-(10). After these deductions, the amount remaining is the “PAGA Payment,” which is estimated to be \$89,500.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

18. The Gross Settlement Amount of \$180,000.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendant’s *maximum* liability exposure is estimated at approximately \$708,050 in PAGA penalties.

19. Plaintiff’s consultant estimated Defendant’s exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations Cal. Labor Code §§ 226.7 and 512</i>	\$50	915	15.6 % of PAGA Pay Periods	\$45,750
<i>Regular Rate of Pay Violations Cal. Labor Code §§ 510; 246; 226.7</i>	\$100	782	13% of PAGA Pay Periods	\$78,200
<i>Unpaid Wages Cal. Labor Code §§ 201, 202, 203, 204, 510, 1194, 1197, 1997.1 1198 and 558</i>	\$100	2,920	50%of PAGA Pay Periods	\$292,050
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	2,920	50% of PAGA Pay Periods	\$292,050

20. Plaintiff alleges that Defendant rounded meal periods, supported by data evidencing that nearly 44% of all first meal periods were exactly 30 minutes in length. Based on this data, Plaintiff alleges that Defendant implemented a practice of auto-deducting 30 minutes for fictitious meal breaks from every shift, creating a paper trail of compliance and depriving employee of their breaks and wages owed for time deducted. Defendant denies these allegations, contending that they maintain compliant meal period policies and practices, that employees are responsible for recording their own time, and that Defendant does not alter time records. Defendant also argues that it pays meal period premiums, and a contention that it alters employees’ time records is incongruous with its documented history of paying meal period premiums when time records reflect non-compliant breaks. Taking into account

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

1 Defendant's defenses, Plaintiff applied a 25% discount to this claim. Applying said discount, Plaintiff
2 estimates Defendant's exposure for this claim to be approximately \$45,750.

3 21. Plaintiff alleges that Defendant failed to include non-discretionary incentive
4 compensation when calculating the regular rate of pay for purposes of overtime, redeemed sick pay and
5 meal period premiums. Specifically, Plaintiff's expert found additional compensation identified as
6 "Bonus Flat," and "Angel Pay" that were not properly included in the regular rate of pay calculation for
7 purposes of calculating and paying overtime, meal period premiums, and sick pay. Defendant contends
8 that not all of the additional compensation listed can be properly categorized as non-discretionary.
9 Accordingly, Plaintiff applied a 20% discount to the projected penalties for this claim. After applying
10 a 20% discount, Plaintiff estimates Defendant's exposure for this claim to be \$78,200.

11 22. Plaintiff alleges that Defendant failed to pay all minimum and overtime wages when he
12 and Aggrieved Employees worked off the clock. Specifically, Plaintiff alleged that he and other
13 Aggrieved Employees worked off the clock when they were required to undergo a pre-shift Covid
14 screening during a portion of the PAGA Period but were not compensated for this time. Defendant
15 contends that, as the PAGA Period does not start until May 2022, covid screenings ended soon after
16 this date. Taking Defendant's defenses into consideration, Plaintiff estimates Defendant's exposure for
17 this claim to be approximately \$292,050 in PAGA Penalties.

18 23. Plaintiff alleged that Defendant required Plaintiff and the Aggrieved Employees to use
19 their personal cell phones and personal vehicles for Defendants' benefit. Specifically, Plaintiff and
20 Aggrieved Employees were required to use their personal cell phones to communicate with Defendant
21 to receive instructions about daily tasks, and to provide proof of their COVID-19 screening results.
22 Plaintiff estimated that Defendants' total exposure for this claim was approximately \$292,050 in
23 penalties. This was calculated using a 50% violation rate for this claim to reflect its belief that
24 Aggrieved Employees incurred cell phone expenses approximately once per month.

25 24. In light of the above, the Gross Settlement Amount is approximately 25% of Defendant's
26 potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of
27 PAGA penalties through continued litigation. Defendant's maximum exposure to PAGA penalties is
28 not a realistic outcome of the litigation because it fails to account for the risks of continued litigation

1 including, but not limited to, Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018
2 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that it can
3 only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In
4 other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor
5 Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal.
6 2011) ["Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals
7 whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."].) To do
8 this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code
9 violation, which would be difficult to do, since Defendant deny any liability or wrongdoing of any kind
10 associated with the claims alleged in this action. Thus, Defendant contended that Plaintiff would be
11 required to "prove Labor Code violations with respect to each and every individual on whose behalf
12 Plaintiff seek to recover civil penalties under PAGA."; *Hibbs-Rines v. Seagate Technologies*, 2009 WL
13 513496, *4 (N.D. Cal. Mar. 2, 2009).

14 25. Given Defendant's defenses to the claimed Labor Code violations at issue, the risks and
15 costs of continued litigation, and Defendant's financial condition, Plaintiff and PAGA Counsel believe
16 that the Gross Settlement Amount is fair and reasonable. This settlement was negotiated by experienced
17 counsel at arm's length. The LWDA has been provided with notice of this motion and the PAGA
18 settlement, and the decision of LWDA to accept the PAGA settlement and not oppose the motion should
19 be given considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert
20 and protect its own rights.

21 26. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
22 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.
23 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
24 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
25 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
26 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

27
28 ///

1 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
2 Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Perssia Razma (Associate
3 Attorney), Andrea Amaya (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager),
4 Jennifer Heming (Paralegal), Nicole Teller (Legal Assistant), and Yuleni Zendejas (Legal Assistant).

5 31. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
6 Employees. I have extensive experience with wage and hour class and representative actions litigation
7 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
8 litigation experience and complex construction product liability experience. I can, will, and have
9 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
10 Employees throughout this action.

11 32. I have represented consumers and employees in California class actions, and complex
12 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
13 plaintiffs' civil litigation attorney since April 2007.

14 33. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
15 copy of which is attached hereto as Exhibit #6. Some of the major cases the Firm has undertaken are
16 also set forth in Exhibit #6.

17 34. The JCL Law Firm's rates are comparable to those judicially approved for other
18 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
19 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
20 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
21 *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
22 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
23 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
24 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
25 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
26 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
27 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
28 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,

2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

35. Moreover, my billing rate has been approved multiple times within the last 12 months by California Superior Court judges. (See generally *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M.

1 Berl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
2 APC, as Class Counsel; *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case
3 No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$550
4 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel;
5 *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19,
6 2023) Hon. Brad Seligman approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of
7 the JCL Law Firm, APC, as Class Counsel in a \$1,330,000 wage and hour class and PAGA action).

8 36. As of August 2, 2024, The JCL Law Firm, APC incurred a total lodestar of \$44,690.84
9 for 97.5 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
10 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
11 the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto
12 as Exhibit #4.

13 37. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
14 billed \$13,190.00 for 22.2 hours successfully litigating this action. A true and accurate copy of the
15 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently
16 herewith.

17 38. Collectively, PAGA Counsel spent a total of 119.7 hours successfully litigating this
18 matter for a total combined loadstar of \$57,880.84. Thus, the Attorneys' Fee request is equal to Class
19 Counsel's loadstar with a modest 1.03 multiplier.

20 39. PAGA Counsel's loadstar is summarized by firm below:

21

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	97.5	\$44,690.84
Zakay Law Group, APLC	22.2	\$13,190.00
Total	119.7	\$57,880.84

22
23
24
25

26 40. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended
27 \$10,311.98 prosecuting this action (JCL Law Firm, APC - \$5,556.98, Zakay Law Group, APLC -
28 \$4,755.00).

1 41. PAGA Counsel’s out-of-pocket expenses are the types of expenses normally charged to
2 paying clients including the following: filing fees; copying; postage; factual and legal research charges;
3 mediation fees; and expert costs which were all incurred during, and were necessary for the successful
4 prosecution of, the litigation and, therefore, should be reimbursed.

5 **VI. PLAINTIFF’S SERVICE AWARD IS FAIR AND REASONABLE**

6 42. The Settlement provides for a Service Award of \$5,000 for Plaintiff. The Service Award
7 payment is fair and reasonable compensation for the Plaintiff’s efforts bringing the action, assisting
8 PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the
9 status of his case and the strategies for prosecuting the claims and agreeing to provide Defendant a
10 broad general release of all claims arising out of his employment. Plaintiff willingly came forward to
11 protect and advance the rights of the Aggrieved Employees on important legal disputes affecting
12 California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendant’s
13 costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and
14 voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees.

15 43. Plaintiff’s efforts in bringing the lawsuit conferred a monetary benefit to 302 Aggrieved
16 Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the
17 Service Award in accordance with the Settlement Agreement. Plaintiff and PAGA Counsel also
18 respectfully request approval of the requested Service Award in the amount of \$5,000.00 to Plaintiff.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this August 8, 2024, at San Diego, California.

22
23 **JCL LAW FIRM, APC**

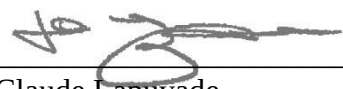
24 By: 
25 Jean-Claude Lapuyade
26 Attorney for Plaintiff
27
28

EXHIBIT 1

JCL LAW FIRM, APC

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Sydney Castillo-Johnson (State Bar #343881)
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Attorneys for Plaintiff BRANDON MARTIN

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

BRANDON MARTIN, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SAN ANTONIO POST ACUTE LLC, a
California limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2317704

[Action Filed: July 31, 2023]

**JOINT STIPULATION OF
SETTLEMENT OF PAGA ACTION AND
RELEASE OF PAGA CLAIMS**

1 This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered
2 into by and between Plaintiff Brandon Martin (hereinafter “Plaintiff”), in his representative capacity
3 on behalf of the State of California and fellow Aggrieved Employees, and Defendant San Antonio
4 Post Acute LLC (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the case of *Brandon Martin v. San Antonio Post Acute LLC*, filed
7 on July 31, 2023, in San Bernardino Superior Court, Case No. CIVSB2317704.
8
9 B. “Aggrieved Employees” shall mean all non-exempt employees who worked for
10 Defendant in California during the PAGA Period.
11
12 C. “Aggrieved Employee Payment” means the Aggrieved Employee’s pro rata share of
13 25% of the PAGA Payment calculated according to the number of Pay Periods
14 worked during the PAGA Period.
15
16 D. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement
17 of PAGA Action and Release of PAGA Claims.
18
19 E. “Court” means the Superior Court for the State of California, County of San
20 Bernardino presiding over the Action.
21
22 F. “Defendant” shall mean San Antonio Post Acute LLC, a California limited liability
23 company.
24
25 G. “Effective Date” means the date upon which both of the following have occurred: (i)
26 approval of the PAGA Settlement is granted by the Court, and (ii) the Court’s
27 Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest
28 of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed
on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
petition for writ of certiorari to the United States Supreme Court or California
Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the

petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, i.e., sixty-five (65) calendar days.

H. “Employee Data” means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted in the manner requested by the Settlement Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee’s full name; last known address; Social Security Number; dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Pay Period worked by each Aggrieved Employee during the PAGA Period.

I. “Funding Date” shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant shall pay the Gross Settlement Amount to the Settlement Administrator within the earlier of sixty (60) days after approval of this Settlement or December 23, 2024.

J. “Gross Settlement Amount” means the One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) payment of all claims, which Defendant shall pay into the QSF in connection with this Settlement, inclusive of Plaintiff’s Service Award, Settlement Administration Costs, PAGA Counsel Award, and PAGA Payment.

K. “LWDA” means the California Labor and Workforce Development Agency.

L. “LWDA Payment” means the 75% of the PAGA Payment that shall be allocated to the LWDA under Labor Code section 2699, subd. (i).

///

- 1 M. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
2 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
3 Agreement.
- 4 N. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
5 Labor Code § 2698, *et seq.*
- 6 O. "PAGA Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
7 ("JCL") and Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG").
- 8 P. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of
9 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
10 services they have rendered to Plaintiff, the State of California, and the Aggrieved
11 Employees consisting of attorneys' fees not to exceed one-third of the Gross
12 Settlement Amount. To the extent that the Court approves less than the PAGA
13 Counsel Award that PAGA Counsel requests, the difference between the requested
14 and awarded amounts will be reallocated to the Gross Settlement Amount. PAGA
15 Counsel's application for the PAGA Counsel Award is subject to Court approval, and
16 a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff
17 to void, rescind, or terminate this Agreement. Defendant agrees not to oppose
18 reasonable attorneys' expenses in an amount as documented in PAGA Counsel's
19 billing statement to be paid from the Gross Settlement Amount. PAGA Counsel's
20 award of attorneys' fees shall be divided by PAGA Counsel as follows: 50% to ZLG
21 and 50% to JCL.
- 22 Q. "PAGA Payment" means the Gross Settlement Amount minus Plaintiff's Service
23 Award, Settlement Administration Costs, PAGA Counsel Award. The PAGA
24 Payment will be allocated so that 75% of the payment will be paid to the Labor &
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1 Workforce Development Agency (“LWDA”) and 25% will be paid to Aggrieved
2 Employees (“Aggrieved Employee Payment”). The allocation of payment of claims
3 among the Aggrieved Employees shall be paid based on the number of pay periods
4 worked during the PAGA Period. Aggrieved Employees will be issued Form 1099
5 for the Aggrieved Employee Payments.
6

7 R. “PAGA Payment Ratio” means the respective Pay Periods worked during the PAGA
8 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
9 Aggrieved Employees during the PAGA Period.

10 S. “PAGA Period” means the period from May 23, 2022, to June 23, 2024.

11 T. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
12 Plaintiff or Defendant, individually.
13

14 U. “Pay Period” shall mean any pay period during which an Aggrieved Employee was
15 employed by Defendant and received compensation during the PAGA Period in
16 California. The Pay Periods will be calculated by the Settlement Administrator based
17 on the Employee Data and will be presumed to be correct unless a particular
18 Aggrieved Employee proves otherwise to the Settlement Administrator Pay Period
19 disputes will be resolved and decided by the Settlement Administrator, and the
20 Settlement Administrator’s decision on all Pay Period disputes will be final.
21

22 V. “Plaintiff” or “PAGA Representative” shall mean Brandon Martin.

23 W. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund
24 established, designated, and maintained by the Settlement Administrator to fund the
25 Gross Settlement Amount.

26 X. “Released PAGA Claims” shall mean all PAGA claims alleged in the Operative
27 Complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the
28

PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Y. "Released Parties" shall mean Defendant, and any other person or entity associated with Defendants, present, future, or former, known or unknown, whom the Plaintiff might claim to be liable, including, but not limited to any of Defendants' parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other.

Z. "Service Award" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

AA. "Settlement" means the disposition of the Action pursuant to this Agreement.

BB. "Settlement Administration Costs" means the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$5,500.00.

CC. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement

1 Administrator shall maintain the funds until distribution in an account(s) segregated
2 from the assets of Defendant and any person related to Defendant. *All accrued*
3 *interest shall be paid and distributed to the Aggrieved Employees as part of their*
4 *respective share of the Aggrieved Employee Payment.*

5
6 **II. RECITALS**

- 7 A. On May 23, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce
8 Development Agency (LWDA) and served the same on Defendant.
- 9 B. On July 31, 2023, Plaintiff filed a representative action complaint against Defendant
10 alleging a single cause of action for violations of PAGA at Labor Code Sections 2698,
11 for the following:
- 12 1. Failure to provide compliant meal and rest periods;
 - 13 2. Failure to pay for all hours worked;
 - 14 3. Failure to pay all minimum, regular and overtime wages at the correct rate,
15 including the regular rate of pay;
 - 16 4. Failure to pay sick pay at the regular rate of pay;
 - 17 5. Failure to maintain true and accurate records;
 - 18 6. Failure to provide accurate itemized wage statements;
 - 19 7. Failure to timely pay wages due during, and upon termination of employment;
20 and
 - 21 8. Failure to reimburse employees for necessary expenditures.
- 22
- 23 C. On April 23, 2024, the Parties participated in an all-day mediation presided over by
24 Hon. Brian C. Walsh (Ret.), a mediator of wage and hour representative actions,
25 which led to this Settlement.
26

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1 D. This Agreement replaces and supersedes any other agreements, understandings, or
2 representations between the Parties. This Agreement represents a compromise and
3 settlement of highly disputed claims. Nothing in this Agreement is intended or will
4 be construed as an admission by Defendant that the claims in the Action of Plaintiff
5 or the Aggrieved Employees have merit or that Defendant bears any liability to
6 Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an
7 admission by Plaintiff that Defendant's defenses in the Action have merit.
8

9 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration and Settlement Payments by Defendant.

12 1. Settlement Consideration. In full and complete settlement of the Action, and
13 in exchange for the releases set forth below, Defendant will pay the Gross
14 Settlement Amount of One Hundred Eighty Thousand Dollars and Zero Cents
15 (\$180,000.00). The Parties agree that this is a non-reversionary Settlement and
16 that no portion of the Gross Settlement Amount shall revert to Defendant.
17 Except as provided for in Section III(A)(2), Defendant shall not be required
18 to pay more or less than the Gross Settlement Amount.
19

20 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
21 Defendant estimated that there are approximately 302 Aggrieved Employees
22 who worked an aggregate total of 6,000 Pay Periods during the PAGA Period.
23 Should the qualifying pay periods increase beyond 10% worked by the
24 Aggrieved Employees during the PAGA Period (i.e. more than 6,600), the
25 Gross Settlement Amount will increase proportionally for the number of Pay
26 Periods over 110% of 6,000 ("Escalator"). For example, if the total Pay
27 Periods over 110% of 6,000 ("Escalator"). For example, if the total Pay
28

1 Periods in the PAGA Period are 115% of 6,000, the Gross Settlement Amount
2 shall increase by 5%. The Settlement Administrator will calculate the number
3 of Pay Periods worked by Settlement Aggrieved Employees during the PAGA
4 Period and the amount to be paid to Settlement Aggrieved Employees per Pay
5 Period based on the dates of employment to be provided by Defendant. Should
6 the Escalator be triggered, Defendant's reserve the right to utilize and count
7 the actual Pay Periods worked for employees during the PAGA period which
8 shall be supported by a declaration from EmployStats, who is a third-party
9 expert retained by Defendant for this matter. Otherwise, the Pay Periods will
10 be calculated by the Settlement Administrator based on Defendant's Pay
11 Period data and will be correct unless a particular Settlement Aggrieved
12 Employee proves otherwise to the Settlement Administrator by credible
13 written evidence. All Pay Period disputes will be resolved and decided by the
14 Settlement Administrator, and the Settlement Administrator's decision on all
15 Pay Period disputes will be final and non-appealable. The Settlement
16 Administrator will provide a declaration under penalty of perjury confirming
17 the number of applicable Aggrieved Employees and pay periods they worked
18 during the applicable PAGA Period one week prior to Plaintiff's deadline to
19 file his motion for approval of the settlement.
20
21
22

23 3. Settlement Payment Defendant will pay the Gross Settlement Amount to the
24 Settlement Administrator by the Funding Date.

25 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
26 this Agreement, Plaintiff, the LWDA, and the State of California release the Released
27 Parties from the Released PAGA Claims for the PAGA Period.
28

1 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
2 the Court entering judgment pursuant to either the Motion for Settlement Approval or
3 Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding the Gross
4 Settlement Amount.

5
6 D. Nullification of Settlement Agreement. If the Court does not approve this Settlement
7 Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents
8 or prohibits Defendant from obtaining a complete resolution of the Released PAGA
9 Claims, or if Defendant fails to fully fund Gross Settlement Amount:

10 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
11 and shall not be admissible in any judicial, administrative, or arbitral
12 proceeding for any purpose or with respect to any issue, substantive or
13 procedural; and

14
15 2. None of the Parties to this Settlement will be deemed to have waived any
16 claims, objections, defenses, or arguments in the Action.

17 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments called for in this Agreement. The Aggrieved Employees are
19 not relying on any statement or representation by the Parties in this regard. Aggrieved
20 Employees understand and agree that they will be responsible for the payment of any
21 taxes and penalties assessed on their respective share of the Aggrieved Employee
22 Payments and will be solely responsible for any penalties or other obligations resulting
23 from their personal tax reporting of the Aggrieved Employees Payments.

24
25 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
26 the “acknowledging party” and each Party to this Agreement other than the
27 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
28

1 of this Agreement, and no written communication or disclosure between or among the
2 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
3 such communication or disclosure constitute or be construed or be relied upon as, tax
4 advice within the meaning of United States Treasury Department circular 230 (31 CFR
5 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
6 her or its own, independent legal and tax counsel for advice (including tax advice) in
7 connection with this Agreement, (b) has not entered into this Agreement based upon
8 the recommendation of any other Party or any attorney or advisor to any other Party,
9 and (c) is not entitled to rely upon any communication or disclosure by any attorney
10 or adviser to any other party to avoid any tax penalty that may be imposed on the
11 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
12 any limitation that protects the confidentiality of any such attorney's or adviser's tax
13 strategies (regardless of whether such limitation is legally binding) upon disclosure by
14 the acknowledging party of the tax treatment or tax structure of any transaction,
15 including any transaction contemplated by this Agreement.
16

17
18 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
19 establishing and administering the QSF; calculating, processing and mailing payments
20 to PAGA Counsel, LWDA, and Aggrieved Employees; printing and mailing the
21 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
22 calculating, and distributing tax forms for the Aggrieved Employee Payments;
23 providing declaration(s) as necessary in support of approval of this Settlement; and
24 other tasks as the Parties mutually agree or the Court orders the Settlement
25 Administrator to perform. The Settlement Administrator shall keep the Parties timely
26 apprised of the performance of all Settlement Administrator responsibilities.
27
28

1 H. Employee Data. No later than ten (10) calendar days after the Effective Date,
2 Defendant shall provide the Settlement Administrator with the Employee Data.

3 I. Funding and Allocation of the Gross Settlement Amount. Defendant shall pay the
4 Gross Settlement Amount to the Settlement Administrator on or before the Funding
5 Date.
6

7 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
8 Employee Data, the Settlement Administrator shall add up the total number of
9 Pay Periods for all Aggrieved Employees during the PAGA Period. The
10 respective Pay Periods for each Aggrieved Employee will be divided by the
11 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
12 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
13 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
14 Payment to calculate each Aggrieved Employee’s estimated share of the
15 Aggrieved Employee Payment.
16

17 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
18 individual Aggrieved Employee Payments shall be allocated and treated 100%
19 as penalties and interest. The individual Aggrieved Employee Payments shall
20 not be subject to wage withholdings and shall be reported on IRS Form 1099.
21

22 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
23 Payments made to the Aggrieved Employees under this Settlement
24 Agreement, as well as any other payments made pursuant to this Settlement
25 Agreement, will not be utilized to calculate any additional benefits under any
26 benefit plans to which any Aggrieved Employee may be eligible, including,
27 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
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1 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
2 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
3 will not affect any rights, contributions, or amounts to which any Aggrieved
4 Employee may be entitled under any benefit plans.

5
6 4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the
7 Aggrieved Employees' last known mailing address by regular First-Class U.S.
8 Mail no later than five (5) calendar days after the Funding Date. Upon receipt
9 of the Employee Data, the Settlement Administrator will perform a search
10 based on the National Change of Address Database to update and correct any
11 known or identifiable address changes. No later than fourteen (14) calendar
12 days after receiving the Employee Data from Defendant, the Settlement
13 Administrator shall mail Individual Aggrieved Employee Payments to all
14 Aggrieved Employees via regular First-Class U.S. Mail. The Settlement
15 Administrator shall exercise its best judgment to determine the current mailing
16 address for each Aggrieved Employee. The address identified by the
17 Settlement Administrator as the current mailing address shall be presumed to
18 be the best mailing address for each Aggrieved Employee.

19
20 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
21 Employee Payments returned to the Settlement Administrator as non-
22 delivered on or before the check cashing expiration deadline shall be re-mailed
23 to any forwarding address provided within seven (7) days of receiving the
24 returned notice. If no forwarding address is provided, the Settlement
25 Administrator shall promptly attempt to determine a correct address by lawful
26 use of skip-tracing, or other search using the name, address and/or Social
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1 Security number of the Aggrieved Employee involved, and shall then perform
2 a re-mailing, if the Settlement Administrator identifies another mailing
3 address. In addition, if any Individual Aggrieved Employee Payment, which
4 is addressed to any Aggrieved Employee who is currently employed by
5 Defendant, is returned to the Settlement Administrator as non-delivered and
6 no forwarding address is provided, the Settlement Administrator shall notify
7 Defendant. Defendant will request that the currently employed Aggrieved
8 Employee provide a corrected address and transmit to the Administrator any
9 corrected address provided by the Aggrieved Employee. Aggrieved
10 Employees who received a re-mailed Individual Aggrieved Employee
11 Payment shall have their check expiration deadline extended fifteen (15) days
12 from the original check expiration deadline.
13

14
15 6. Check Expiration Deadline. All checks mailed to the Settlement Class
16 Members and Aggrieved Employees that are not cashed within one hundred
17 eighty (180) days of the date payment is mailed shall be transmitted to the
18 State Controller's Unclaimed Property Fund in the name of the Aggrieved
19 Employee who did not claim the funds.
20

21 7. LWDA Payment. The Settlement Administrator shall transmit the LWDA
22 Payment to the LWDA as one lump sum payment, if by check, certified mail
23 return receipt requested to PAGA Counsel, within fifteen (15) calendar days
24 of the Gross Settlement Amount being funded in full.

25 8. Service Award. Plaintiff will apply to the Court for an award of up to \$5,000,
26 subject to court approval, as the Service Award. Defendant will not oppose a
27 Service Award of up to \$5,000.00 to Plaintiff. The Settlement Administrator
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1 shall pay the Service Award, either in the amount stated herein if approved by
2 the Court or some other amount as approved by the Court, to Plaintiff from
3 the Gross Settlement Amount no later than fifteen (15) calendar days after the
4 Funding Date. Any portion of the requested Service Award that is not
5 awarded to the Plaintiff shall be part of the PAGA Settlement Amount and
6 shall be distributed to the Aggrieved Employees as provided in this
7 Agreement. The Settlement Administrator shall issue an IRS Form 1099 —
8 MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally
9 responsible to pay any and all applicable taxes on his Service Award and shall
10 hold harmless the Released Parties from any claim or liability for taxes,
11 penalties, or interest arising as a result of the Service Award. Approval of this
12 Settlement shall not be conditioned on Court approval of the requested amount
13 of the Service Award. If the Court reduces or does not approve the requested
14 Service Award, Plaintiff shall not have the right to revoke the Settlement, and
15 it will remain binding.

- 16
17
18 9. PAGA Counsel Award. Defendant understands and does not oppose a request
19 by PAGA Counsel for attorneys' fees not to exceed one-third of the Gross
20 Settlement Amount (currently estimated to be \$60,000.00) plus costs and
21 expenses supported by declaration not to exceed Twenty Thousand Dollars
22 and Zero Cents (\$20,000.00), from the Gross Settlement Amount will be
23 made. Any portion of the requested PAGA Counsel Award that is not awarded
24 to PAGA Counsel shall be part of the PAGA Payment and shall be distributed
25 to the LWDA and the Aggrieved Employees as provided in this Agreement.
26 The Settlement Administrator shall distribute and pay the PAGA Counsel
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28

Award to PAGA Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement Amount being funded in full. PAGA Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested PAGA Counsel Award, Plaintiff and PAGA Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

10. Settlement Administration Costs. The Settlement Administration Costs shall be paid from the Gross Settlement Amount to the Settlement Administrator for the costs of administration of the Settlement. The estimate of the Settlement Administration Costs is \$5,500.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

J. Approval Motion. PAGA Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within sixty (60) days following the execution of this Agreement.

K. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

- 1 N. Review of Motion for Settlement Approval. PAGA Counsel will provide an
2 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
3 including the Order Granting Approval of the Settlement, and Judgment Finally
4 Approving Settlement three (3) business days before filing with the Court. The Parties
5 and their counsel will cooperate with each other and use their best efforts to affect the
6 Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.
7
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement.
12
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. Except for Plaintiff's individual settlement agreements with
16 Defendant, which resolve Plaintiff's individual claims and shall not affect this
17 Agreement in any way, this Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or
19 inducements have been made to any Party concerning this Agreement or its Exhibit
20 other than the representations, warranties and covenants contained and memorialized
21 in this Agreement and its Exhibit.
22
- 23 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate
25 this Agreement and to take all appropriate Action required or permitted to be taken by
26 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Agreement. The person signing this
28

1 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
2 sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that he
3 is authorized to sign this Agreement and that he has not assigned any claim, or part of
4 a claim, covered by this Settlement to a third-party.

5
6 T. No Public Comment: The Parties and their counsel agree that they will not issue any
7 press releases, initiate any contact with the press, respond to any press inquiry, or have
8 any communication with the press about the fact, amount, or terms of the Settlement
9 Agreement. PAGA Counsel further agrees not to use the Settlement Agreement or any
10 of its terms for any marketing or promotional purposes. Nothing herein will restrict
11 PAGA Counsel from including publicly available information regarding this
12 settlement in future judicial submissions regarding PAGA Counsel's qualifications and
13 experience. Further, PAGA Counsel will not include, reference, or use the Settlement
14 Agreement for any marketing or promotional purposes, either before or after the
15 Motion for Settlement Approval is filed.

16
17 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
18 to the benefit of, the successors or assigns of the Parties, as previously defined.

19
20 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
21 shall be governed by and interpreted according to the laws of the State of California.

22 W. Counterparts. This Agreement may be executed in one or more counterparts by
23 facsimile, electronic signature, or email which for purposes of this Agreement shall be
24 accepted as an original. All executed counterparts and each of them shall be deemed
25 to be one and the same instrument. Any executed counterpart will be admissible in
26 evidence to prove the existence and contents of this Agreement.

27 ///

1 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, considering all relevant factors,
4 present and potential.

5
6 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
7 respect to the interpretation, implementation, and enforcement of the terms of this
8 Agreement and all orders and judgments entered in connection therewith, and the
9 Parties and their counsel submit to the jurisdiction of the Court for purposes of
10 interpreting, implementing, and enforcing the settlement and all orders and judgments
11 entered in connection with this Agreement.

12
13 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
14 the Court shall first attempt to construe the provisions valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this
16 Agreement valid and enforceable.

17 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claims that the
18 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
19 Defendant contends that the Released PAGA Claims have no merit and do not give
20 rise to liability. This Agreement is a compromise of disputed claims. Nothing
21 contained in this Agreement and no documents referred to and no action taken to carry
22 out this Agreement may be construed or used as an admission by or against the
23 Defendant or Plaintiff or PAGA Counsel as to the merits or lack thereof of the claims
24 asserted. Other than as may be specifically set forth herein, each Party shall be
25 responsible for and shall bear its/his own attorney's fees and costs.
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 06/20/2024
Brandon Martin
Brandon Martin (Jun 20, 2024 14:43 PDT)
BRANDON MARTIN

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: Jun 26, 2024

Damian Cardenas (Jun 26, 2024 19:08 PDT)
SAN ANTONIO POST ACUTE LLC

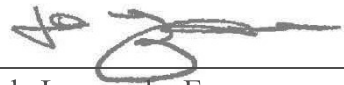
Damian Cardenas
Name

Vice President of Risk Management
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: June 20, 2024

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for the Plaintiff and the Aggrieved
7 Employees

8 DATED: June 20, 2024

ZAKAY LAW GROUP, APLC

9 By: 

10 Shani O. Zakay, Esq.

11 Attorneys for the Plaintiff and the Aggrieved
12 Employees

13 DATED: June 26, 2024

O'HAGAN MEYER, LLP

14 By: 

15 Sumy Kim, Esq.

16 Attorneys for Defendant
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EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by former California employees against San Antonio Post Acute LLC (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Brandon Martin and Brandon Martin (“Plaintiff”) claimed that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of shall mean all non-exempt employees who worked for Defendant in California during the PAGA Period (“Aggrieved Employees”) at any time between May 23, 2022, to June 23, 2024 (“PAGA Period”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check was issued pursuant to the terms of the PAGA settlement in San Bernardino Superior Court Case No. CIVSB2317704. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 62201

May 23, 2023

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

SAN ANTONIO POST ACUTE LLC

c/o Eugene Alkana
131 N. El Molino Ave
Pasadena, CA 91101

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0114 2242 45

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff BRANDON MARTIN ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant SAN ANTONIO POST ACUTE LLC ("Defendant"). Plaintiff has been employed by Defendant since June of 2022, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This

information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Sincerely,



Shani O. Zakay

Attorney for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

BRANDON MARTIN, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

SAN ANTONIO POST ACUTE LLC, a
California limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.

LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
9) UNPAID SICK PAY IN VIOLATION OF CAL. LAB. CODE § 246;
10) RETALIATION IN VIOLATION OF CAL. LAB. CODE §§ 98.6, 6310 & 1102.5.

DEMAND FOR A JURY TRIAL

PLAINTIFF BRANDON MARTIN (“PLAINTIFF”), an individual, on behalf of himself and all other similarly situated current and former employees, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant SAN ANTONIO POST ACUTE LLC (“DEFENDANT” and/or “DEFENDANTS”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS operate nursing homes in the state of California, including in the county of San Bernardino where PLAINTIFF worked.

3. PLAINTIFF has been employed by DEFENDANTS in California since June of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of himself and a California class, defined as all persons who are or previously were employed by DEFENDANTS in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined

1 by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

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

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

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

1 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
2 Defendants' agents, servants and/or employees.

3 8. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of the
4 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or
5 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
6 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
7 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
8 at all relevant times.

9 9. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
10 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
11 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
12 employee a wage less than the minimum fixed by California state law, and as such, are subject to
13 civil penalties for each underpaid employee.

14 10. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
15 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
16 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

17 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
18 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
19 other members of the CALIFORNIA CLASS who has been economically injured by
20 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
21 relief.

22 **JURISDICTION AND VENUE**

23 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
24 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
25 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
26 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

27 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ

1 the CALIFORNIA CLASS across California, including in this County, and committed the
2 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

3 **THE CONDUCT**

4 14. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
6 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
9 periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
10 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
11 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
12 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest
13 premiums at the regular rate of pay, failed to pay PLAINTIFF and other CALIFORNIA CLASS
14 Members redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and other
15 CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and
16 the members of the CALIFORNIA CLASS with accurate itemized wage statements showing,
17 among other things, all applicable hourly rates in effect during the pay periods and the
18 corresponding amount of time worked at each hourly rate. DEFENDANTS’ uniform policies and
19 practices are intended to purposefully avoid the accurate and full payment for all time worked as
20 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
21 advantage over competitors who comply with the law. To the extent equitable tolling operates to
22 toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should
23 be adjusted accordingly.

24 **A. Meal Period Violations**

25 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
26 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
27 meaning the time during which an employee is subject to the control of an employer, including
28 all the time the employee is suffered or permitted to work. From time to time during the CLASS

1 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
2 without paying them for all the time they were under DEFENDANTS' control. Specifically,
3 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
4 be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
5 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
6 Members forfeited minimum wage and overtime compensation by regularly working without their
7 time being accurately recorded and without compensation at the applicable minimum wage and
8 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
9 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
10 records.

11 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
12 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
13 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
14 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
15 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
16 more than five (5) hours during some shifts without receiving a meal break. Further,
17 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
18 second off-duty meal period for some workdays in which these employees are required by
19 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
20 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and
21 narrowly construed "on-duty" meal period exception. When they were provided with meal
22 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
23 required to remain on duty and on call. DEFENDANTS' failure to provide PLAINTIFF and the
24 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
25 DEFENDANTS' business records. As a result of their rigorous work schedules and
26 DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA
27 CLASS therefore forfeit meal breaks without additional compensation and in accordance with
28 DEFENDANTS' strict corporate policy and practice.

1 **B. Rest Period Violations**

2 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
5 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
8 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
9 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
10 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
11 CLASS Members were, from time to time, required to on duty and/or on call. PLAINTIFF and
12 other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
13 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
14 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
15 proper rest periods by DEFENDANT and DEFENDANTS' managers.

16 **C. Unreimbursed Business Expenses**

17 18. DEFENDANTS as a matter of corporate policy, practice, and procedure,
18 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
19 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
20 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
21 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
22 are required to indemnify employees for all expenses incurred in the course and scope of their
23 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
24 her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
26 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
27 believed them to be unlawful."
28

1 19. In the course of their employment, DEFENDANTS required PLAINTIFF and
2 other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal
3 cell phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and
4 other CALIFORNIA CLASS Members were required to use their personal cell phones in order
5 to perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
6 PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal cell phones.
7 As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF and other
8 CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but
9 were not limited to, costs related to the use of their personal cell phones, all on behalf of and for
10 the benefit of DEFENDANT.

11 **D. Wage Statement Violations**

12 20. California Labor Code Section 226 required an employer to furnish its employees
13 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
14 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
15 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
16 name of the employee and only the last four digits of the employee's social security number or an
17 employee identification number other than a social security number, (8) the name and address of
18 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate by the employee.

20 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
21 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
22 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
23 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
24 accurate wage statements which failed to show, among other things, all deductions, the total hours
25 worked and all applicable hourly rates in effect during the pay period and the corresponding
26 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
27 meal and rest periods.
28

22. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

23. As a result, DEFENDANTS issued PLAINTIFF and other members of the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS for all hours worked.

25. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift work, including but not limited to, time spent undergoing Covid-19 health screenings which included temperature checks and questionnaires. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

26. DEFENDANTS directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

27. DEFENDANTS controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of PLAINTIFF and the other members of the CALIFORNIA CLASS.

28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt employees, subject to the requirements of the California Labor Code.

1 30. DEFENDANTS’ policies and practices deprived PLAINTIFF and the other
2 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
3 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
4 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
5 eight (8) hours per day, DEFENDANTS’ policies and practices also deprived them of overtime
6 pay.

7 31. DEFENDANTS knew or should have known that PLAINTIFF and the other
8 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

9 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
10 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and
11 benefit for the time spent working while off-the-clock. DEFENDANTS’ uniform policy and
12 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
13 hours worked in accordance with applicable law is evidenced by DEFENDANTS’ business
14 records.

15 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
16 **and Redeemed Sick Pay**

17 33. From time to time during the CLASS PERIOD, DEFENDANTS failed and
18 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
19 Members for their overtime and double time hours worked, meal and rest period premiums, and
20 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
21 forfeited wages due to them for working overtime without compensation at the correct overtime
22 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
23 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS Members at
24 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
25 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

26 34. State law provides that employees must be paid overtime at one-and-one-half times
27 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS Members were
28

1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
2 employee's performance.

3 35. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
4 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
6 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus compensation when the employees met the various
8 performance goals set by DEFENDANTS.

9 36. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
11 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
12 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
13 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
14 rather than just all non-overtime hours worked. Management and supervisors described the
15 incentive/bonus program to potential and new employees as part of the compensation package.
16 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
17 CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted
18 in a systematic underpayment of overtime and double time compensation, meal and rest period
19 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
20 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that
21 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
22 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
23 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
24 articulated herein, by failing to include the incentive compensation as part of the "regular rate of
25 pay" for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
26 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

27 37. In violation of the applicable sections of the California Labor Code and the
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a

1 matter of company policy, practice, and procedure, intentionally and knowingly failed to
2 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
3 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
4 sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain
5 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
6 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the
7 CLASS PERIOD should be adjusted accordingly.

8 **G. Unlawful Deductions**

9 38. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
10 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
11 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
12 DEFENDANTS violated Labor Code § 221.

13 **H. Timekeeping Manipulation**

14 39. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
15 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
16 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
17 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
18 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
19 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
20 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
21 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
22 missed rest breaks.

23 40. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
24 time-to-time, forfeited time worked by working without their time being accurately recorded and
25 without compensation at the applicable pay rates.

26 41. The mutability of the timekeeping system also allowed DEFENDANTS to alter
27 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
28 timekeeping system so as to create the appearance that PLAINTIFF and other members of the

CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

42. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

I. Unlawful Rounding Practices

43. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

44. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members' time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to

perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

J. Violations for Untimely Payment of Wages

45. Pursuant to California Labor Code section 204, PLAINTIFF and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time period.

46. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each workday in which he was required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break. DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to the personal expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of his employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

K. Plaintiff's Individual Claims

47. PLAINTIFF has been employed by DEFENDANT in California since June of

2022.

48. Throughout his employment with DEFENDANT, PLAINTIFF was treated differently and unfairly by DEFENDANT and its agents, all in retaliation against PLAINTIFF for various protected activities.

49. During his employment, PLAINTIFF made reports of workplace harassment to DEFENDANT regarding the harassment that PLAINTIFF'S supervisor, Alicia Hemsley, subjected him to. Further, PLAINTIFF made reports to DEFENDANT regarding DEFENDANT'S unsafe workplace conditions and Health Insurance Portability and Accountability Act ("HIPPA") violations. PLAINTIFF'S reports of the foregoing fell on deaf ears. Instead, the workplace harassment has continued.

50. PLAINTIFF is informed and believes, and upon such information and belief alleges that, during PLAINTIFF'S employment with DEFENDANT, DEFENDANT retaliated against PLAINTIFF because he reported workplace harassment, unsafe workplace conditions and HIPPA violations.

51. PLAINTIFF is informed and believes, and upon such information and belief alleges that, during PLAINTIFF'S employment with DEFENDANT, DEFENDANT maintained a hostile work environment directed at PLAINTIFF because PLAINTIFF exercised his rights and reported workplace harassment, unsafe workplace conditions and HIPPA violations.

52. PLAINTIFF is informed and believes, and upon such information and belief alleges that he was harmed as a result of the unlawful and retaliatory practices of DEFENDANT were substantial factors in causing PLAINTIFF'S harm.

53. PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS intentionally created or knowingly permitted these working conditions, including but not limited to, retaliatory employment practices against employees like PLAINTIFF who exercised their rights and reported workplace harassment, unsafe workplace conditions and HIPPA violations.

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CLASS ACTION ALLEGATIONS

54. PLAINTIFF brings this Class Action on behalf of himself, and a California class defined as all persons who are or previously were employed by DEFENDANTS in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

55. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

56. The members of the class are so numerous that joinder of all class members is impractical.

57. Common questions of law and fact regarding DEFENDANTS’ conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failure to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;

- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

58. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

59. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF has the same interests as the other members of the class.

60. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

61. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

1 62. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
2 interest of the other CALIFORNIA CLASS Members.

3 63. There is a strong community of interest among PLAINTIFF and the members of
4 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
5 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
6 sustained.

7 64. The questions of law and fact common to the CALIFORNIA CLASS Members
8 predominate over any questions affecting only individual members, including legal and factual
9 issues relating to liability and damages.

10 65. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy because joinder of all class members is impractical. Moreover,
12 since the damages suffered by individual members of the class may be relatively small, the
13 expense and burden of individual litigation makes it practically impossible for the members of
14 the class individually to redress the wrongs done to them. Without class certification and
15 determination of declaratory, injunctive, statutory, and other legal questions within the class
16 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
17 create the risk of:

18 a. Inconsistent or varying adjudications with respect to individual members of the
19 CALIFORNIA CLASS which would establish incompatible standards of conduct
20 for the parties opposing the CALIFORNIA CLASS; and/or,

21 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
22 which would as a practical matter be dispositive of the interests of the other
23 members not party to the adjudication or substantially impair or impeded their
24 ability to protect their interests.

25 66. Class treatment provides manageable judicial treatment calculated to bring an
26 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
27 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

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

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

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

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

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

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

21 70. By the conduct alleged herein, DEFENDANTS have engaged and continue to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 71. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and
unfair in that these practices violated public policy, were immoral, unethical, oppressive
unscrupulous or substantially injurious to employees, and were without valid justification or
utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203

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

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

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

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

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

25 76. PLAINTIFF further demands on behalf of himself and on behalf of each
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
27 not timely provided as required by law.
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1 77. By and through the unlawful and unfair business practices described herein,
2 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
4 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
5 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
6 to unfairly compete against competitors who comply with the law.

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

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

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

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

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1 88. In committing these violations of the California Labor Code, DEFENDANTS
2 inaccurately calculated the correct time worked and consequently underpaid the actual time
3 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted
4 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
5 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
6 laws and regulations.

7 89. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANTS.

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11 90. During the CLASS PERIOD, PLAINTIFF and the other members of the
12 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
13 failure to pay all earned wages.

14 91. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
15 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
16 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
17 suffered and will continue to suffer an economic injury in amounts which are presently unknown
18 to them, and which will be ascertained according to proof at trial.

19 92. DEFENDANTS knew or should have known that PLAINTIFF and the other
20 members of the CALIFORNIA CLASS were under-compensated for their time worked.
21 DEFENDANTS systematically elected, either through intentional malfeasance or gross
22 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
23 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
24 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
25 for their time worked.

26 93. In performing the acts and practices herein alleged in violation of California labor
27 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
28 and provide them with the requisite compensation, DEFENDANTS acted and continues to act

1 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
2 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
3 consequences to them, and with the despicable intent of depriving them of their property and legal
4 rights, and otherwise causing them injury in order to increase company profits at the expense of
5 these employees.

6 94. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
7 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
8 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
9 California Labor Code and/or other applicable statutes. To the extent minimum wage
10 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
11 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
12 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
13 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
14 Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
15 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
16 recover statutory costs.

17 **THIRD CAUSE OF ACTION**

18 **Failure To Pay Overtime Compensation**

19 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

20 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

21 95. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 96. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
25 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
26 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
27 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
28 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

3 98. Cal. Lab. Code § 510 provides that employees in California shall not be employed
4 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
5 they receive additional compensation beyond their regular wages in amounts specified by law.

6 99. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum and overtime compensation and interest thereon, together with the costs of
8 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
9 than those fixed by the Industrial Welfare Commission is unlawful.

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11 100. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
12 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
13 they worked, including overtime work.

14 101. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
15 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
16 implementing a uniform policy and practice that failed to accurately record overtime worked by
17 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
18 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
19 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
20 (12) hours in a workday, and/or forty (40) hours in any workweek.

21 102. In committing these violations of the California Labor Code, DEFENDANTS
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
23 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
24 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
25 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
26 regulations.

1 103. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 104. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 105. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
14 a failure to pay all earned wages.

15 106. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
19 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
20 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
21 witnessed by employees.

22 107. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 108. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
5 their overtime worked.

6 109. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 110. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
15 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
18 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
19 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
21 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
22 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
23 entitled to seek and recover statutory costs.

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

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

116. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

117. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order,

one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

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

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

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

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

120. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an

employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

121. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

122. Further, from time to time, DEFENDANTS issued wage statements that failed to provide the accurate name and address of the legal entity that employed PLAINTIFF and other CALIFORNIA CLASS Members, in violation of Cal. Lab. Code § 226(a)(8).

123. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

124. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period

pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

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

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

126. Cal. Lab. Code § 200 provides that:

As used in this article:

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

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

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

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

129. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS Members' employment contract.

130. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
3 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.

4 131. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
5 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
6 missed meal and rest breaks, as required by law.

7 132. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
8 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to
9 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
10 employees who terminated employment during the CLASS PERIOD and demand an accounting
11 and payment of all wages due, plus interest and statutory costs as allowed by law.

12 **EIGHTH CAUSE OF ACTION**

13 **Failure To Reimburse Employees for Required Expenses**

14 **(Cal. Lab. Code §§ 2802)**

15 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

16 133. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
18 Complaint.

19 134. Cal. Lab. Code § 2802 provides, in relevant part, that:
20 An employer shall indemnify his or her employee for all necessary expenditures or
21 losses incurred by the employee in direct consequence of the discharge of his or her
22 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

23 135. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
24 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
25 members for required expenses incurred in the discharge of their job duties for DEFENDANTS'
26 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
27 members for expenses which included, but were not limited to, the use of their personal cell
28 phones, all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and

1 other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal
2 cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS'
3 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA
4 CLASS members for expenses resulting from the use of their personal cell phones within the
5 course and scope of their employment for DEFENDANTS. These expenses were necessary to
6 complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct
7 to assert any waiver of this expectation. Although these expenses were necessary expenses
8 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to
9 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these
10 expenses as an employer is required to do under the laws and regulations of California.

11 136. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred
12 by him and the CALIFORNIA CLASS members in the discharge of their job duties for
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
14 statutory rate and costs under Cal. Lab. Code § 2802.

15 **NINTH CAUSE OF ACTION**

16 **UNPAID SICK PAY**

17 **(Cal. Lab. Code § 246, *et seq.*)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all DEFENDANT)**

19 137. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 138. Cal. Labor Code Sections 246(I)(1) mandates that “[p]aid sick time for nonexempt
23 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
24 which the employee uses paid sick time, whether or not the employee actually works overtime in
25 that workweek.”

26 139. From time-to-time, during the PLAINTIFF and other members of the
27 CALIFORNIA CLASS were compensated at an hourly rate plus either non-discretionary incentive
28

1 pay. As a matter of law, the non-discretionary incentive compensation received by PLAINTIFF
2 and other members of the CALIFORNIA CLASS must be included in the “regular rate of pay.”

3 140. From time-to-time during the CLASS PERIOD, in those pay periods where
4 PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and
5 either non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed to
6 properly calculate the regular rate of pay for purposes of compensating paid sick time by omitting
7 non-discretionary incentive pay from the regular rate of pay.

8 141. DEFENDANT’s uniform policy and practice of omitting non-discretionary
9 incentive pay and/or piece-rate pay from the regular rate of pay for purposes of paying paid sick
10 pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the
11 CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
12 request recovery of all unpaid wages, including sick pay wages, according to proof, interest,
13 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
14 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
15 overtime compensation is determined to be owed to other members of the CALIFORNIA CLASS
16 who have terminated their employment, DEFENDANT’s conduct also violates Labor Code §§
17 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under
18 Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the
19 CALIFORNIA CLASS. DEFENDANT’S conduct as alleged herein was willful, intentional and
20 not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are
21 entitled to seek and recover statutory costs.

22 142. Cal. Lab. Code § 246(i) provides that:

23 An employer shall provide an employee with written notice that sets forth the
24 amount of paid sick leave available, or paid time off leave an employer provides in
25 lieu of sick leave, for use on either the employee’s itemized wage statement
26 described in Section 226 or in a separate writing provided on the designated pay
27 date with the employee’s payment of wages. If an employer provides unlimited paid
28 sick leave or unlimited paid time off to an employee, the employer may satisfy this
section by indicating on the notice or the employee’s itemized wage statement
“unlimited.”

143. From time to time, DEFENDANT failed to furnish PLAINTIFF and other members of the CALIFORNIA CLASS with written wage statements setting forth the amount of paid sick leave available to them, as required under Cal. Lab. Code §§ 246, *et seq.* As a result, PLAINTIFF and other members of the CALIFORNIA CLASS are entitled to seek and recover statutory costs.

TENTH CAUSE OF ACTION

RETALIATION - Cal. Lab. Code §§ 98.6, 1102.5 and 6310

(Alleged by PLAINTIFF and against all DEFENDANTS)

144. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

145. At all relevant times, California Labor Code section 98.6 was in effect and was binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee, including PLAINTIFF, for raising complaints of illegality and/or belief that the employee may disclose illegality regarding unlawful conduct related to PLAINTIFF exercising his rights and reporting workplace harassment, unsafe workplace conditions and HIPPA violations.

146. At all relevant times, California Labor Code section 1102.5 was in effect and was binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee, including PLAINTIFF, for raising complaints of illegality and/or belief that the employee may disclose illegality regarding unlawful conduct related to PLAINTIFF exercising his rights and reporting workplace harassment, unsafe workplace conditions and HIPPA violations.

147. At all relevant times, California Labor Code section 6310 was in effect and was binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee, including PLAINTIFF, for raising complaints about safety conditions or practices at the workplace.

148. PLAINTIFF raised complaints of illegality while he worked for DEFENDANT, and DEFENDANT retaliated against him by taking adverse employment actions including wrongfully terminating PLAINTIFF.

149. As a proximate result of DEFENDANT's willful, knowing, and intentional violation(s) of Labor Code sections 98.6, 6310 and 1102.5, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

150. As a result of DEFENDANT's adverse employment actions against PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to proof.

151. DEFENDANT's misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner, entitling PLAINTIFF to punitive damages against DEFENDANT.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

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

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory

- 1 damages for overtime compensation due to PLAINTIFF and the other members of
2 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
3 thereon at the statutory rate;
- 4 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
5 the applicable IWC Wage Order;
- 6 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
7 which a violation occurs and one hundred dollars (\$100) per each member of the
8 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
9 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
10 violation of Cal. Lab. Code § 226.
- 11 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
12 penalty from the due date thereof at the same rate until paid or until an action
13 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 14 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
15 CLASS incurred in the course of their job duties, plus interest, and costs of suit.
- 16 3. On PLAINTIFF'S individual claims:
- 17 a. For all special damages which were sustained as a result of DEFENDANTS'
18 conduct, including but not limited to, back pay, front pay, lost compensation and job
19 benefits that PLAINTIFF would have received but for the practices of
20 DEFENDANTS.
- 21 b. For all exemplary damages, according to proof, which were sustained as a result of
22 DEFENDANTS' conduct.
- 23 c. An award of interest, including prejudgment interest at the legal rate.
- 24 d. Such other and further relief as the Court deems just and equitable.
- 25 e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
- 26 4. On all claims:
- 27 a. An award of interest, including prejudgment interest at the legal rate;
- 28 b. Such other and further relief as the Court deems just and equitable; and

1 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
2 including, but not limited to, pursuant to Labor Code § 218.5, § 226, § 246 and/or
3 § 1194.
4

5 DATED: May 23, 2023

ZAKAY LAW GROUP, APLC

6 By: 
7 Shani O. Zakay, Esq.
8 Attorney for PLAINTIFFS
9

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFFS demands a jury trial on issues triable to a jury.
12

13 DATED: May 23, 2023

ZAKAY LAW GROUP, APLC

14 By: 
15 Shani O. Zakay, Esq.
16 Attorney for PLAINTIFFS
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EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Martin v. SAPA (002-473)							
07/20/2023	No	Sydney Castillo-Johnson	Case management - PAGA	400.00	0:40	266.67	266.67
07/26/2023	No	Sydney Castillo-Johnson	Pleadings - revise complaint	400.00	0:30	200.00	466.67
07/28/2023	No	Sydney Castillo-Johnson	Case management - PAGA	400.00	0:40	266.67	733.34
09/18/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	550.00	0:18	165.00	898.34
09/19/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	550.00	0:30	275.00	1,173.34
09/20/2023	No	Jean Claude Lapuyade	Case management - Emails to/from OC Re Status	550.00	0:36	330.00	1,503.34
09/29/2023	No	Jean Claude Lapuyade	Pleadings - R&R Answer	550.00	1:30	825.00	2,328.34
10/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	2,548.34
10/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:48	440.00	2,988.34
10/02/2023	No	Sydney Castillo-Johnson	Emails re mediation	400.00	0:18	120.00	3,108.34
10/03/2023	No	Sydney Castillo-Johnson	Emails re mediation	400.00	0:12	80.00	3,188.34
10/05/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	3,408.34
10/23/2023	No	Sydney Castillo-Johnson	Mediation - draft and revise stip to stay and data demand	400.00	1:00	400.00	3,808.34
10/23/2023	No	Jean Claude Lapuyade	Discovery - R&R Supp. Mediation Data Production	550.00	6:24	3,520.00	7,328.34
10/23/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay and Data Demand	550.00	2:00	1,100.00	8,428.34
10/23/2023	No	Sydney Castillo-Johnson	Fact investigation - review file	400.00	0:48	320.00	8,748.34
10/24/2023	No	Sydney Castillo-Johnson	Review client update email	400.00	0:18	120.00	8,868.34
10/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:54	495.00	9,363.34
10/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:48	440.00	9,803.34
10/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	10,078.34
10/31/2023	No	Sydney Castillo-Johnson	Mediation - emails re sampling, stip and data demand	400.00	1:18	520.00	10,598.34
10/31/2023	No	Jean Claude Lapuyade	Discovery - Drafted Stip to Stay and Data Demand	550.00	1:24	770.00	11,368.34
11/07/2023	No	Sydney Castillo-Johnson	Emails with client	400.00	0:18	120.00	11,488.34
11/07/2023	No	Sydney Castillo-Johnson	Client call	400.00	0:24	160.00	11,648.34
11/08/2023	No	Sydney Castillo-Johnson	Mediation - emails re date	400.00	0:18	120.00	11,768.34
11/13/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	11,988.34
01/08/2024	No	Perssia Razma	Pleadings- reviewed CMS draft	350.00	0:30	175.00	12,163.34
01/11/2024	No	Sydney Castillo-Johnson	Case management - emails re CMS	400.00	0:12	80.00	12,243.34
01/17/2024	No	Sydney Castillo-Johnson	Case management - emails re service list	400.00	0:18	120.00	12,363.34
01/19/2024	No	Sydney Castillo-Johnson	Mediation - emails re conformed order	400.00	0:06	40.00	12,403.34
01/25/2024	No	Sydney Castillo-Johnson	Case management - case meeting	400.00	0:12	80.00	12,483.34
01/29/2024	No	Sydney Castillo-Johnson	Case management - draft and revise tolling agreement	400.00	1:00	400.00	12,883.34
01/30/2024	No	Sydney Castillo-Johnson	Case management - review and revise tolling agreement	400.00	0:30	200.00	13,083.34

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/13/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	400.00	0:06	40.00	13,123.34
02/14/2024	No	Sydney Castillo-Johnson	Discovery - Emails to/from OC Re Mediation Data	400.00	0:18	120.00	13,243.34
02/20/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	400.00	0:12	80.00	13,323.34
02/20/2024	No	Jean Claude Lapuyade	Discovery - Emails to/.from OC Re Mediation Data	550.00	0:24	220.00	13,543.34
02/22/2024	No	Perssia Razma	Case management- reviewed case status update email to client	350.00	0:06	35.00	13,578.34
02/22/2024	No	Perssia Razma	case management- reviewed draft case status update email to client	350.00	0:18	105.00	13,683.34
02/22/2024	No	Sydney Castillo-Johnson	Case management - draft client update email	400.00	0:18	120.00	13,803.34
02/23/2024	No	Jennifer Heming	Email to OC re mediation data	150.00	0:06	15.00	13,818.34
02/23/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	400.00	0:06	40.00	13,858.34
02/26/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	14,078.34
02/27/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	400.00	0:12	80.00	14,158.34
02/28/2024	No	Perssia Razma	Settlement- emails to oc re mediation data	350.00	0:12	70.00	14,228.34
03/01/2024	No	Sydney Castillo-Johnson	Case management - meeting re claims	400.00	0:12	80.00	14,308.34
03/04/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:12	110.00	14,418.34
03/04/2024	No	Jennifer Heming	Email to OC re mediation data	150.00	0:06	15.00	14,433.34
03/04/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	400.00	0:24	160.00	14,593.34
03/11/2024	No	Sydney Castillo-Johnson	Mediation - emails re data production	400.00	0:36	240.00	14,833.34
03/11/2024	No	Jennifer Heming	Schedule TC with mediator	150.00	0:12	30.00	14,863.34
03/11/2024	No	Perssia Razma	Case management- emails w/ oc/co-counsel re med data	350.00	0:24	140.00	15,003.34
03/15/2024	No	Sydney Castillo-Johnson	Case management - client call re claims	400.00	0:36	240.00	15,243.34
03/21/2024	No	Jennifer Heming	Email corres.	150.00	0:18	45.00	15,288.34
03/22/2024	No	Sydney Castillo-Johnson	Mediation - review mediation data	400.00	1:12	480.00	15,768.34
03/23/2024	No	Perssia Razma	Case management- emails w/ co-counsel re RTS	350.00	0:18	105.00	15,873.34
03/23/2024	No	Jennifer Heming	Email corres.	150.00	0:06	15.00	15,888.34
03/25/2024	No	Perssia Razma	Case management- emails w/ co-counsel re RTS	350.00	0:24	140.00	16,028.34
03/25/2024	No	Jennifer Heming	Save RTS. Calendar deadlines.	150.00	0:12	30.00	16,058.34
03/26/2024	No	Jennifer Heming	Email re expert	150.00	0:06	15.00	16,073.34
03/26/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	400.00	0:24	160.00	16,233.34
03/27/2024	No	Sydney Castillo-Johnson	Mediation - review DEF's mediation data, client docs, and ee file; draft outline for brief	400.00	3:42	1,480.00	17,713.34
04/01/2024	No	Jean Claude Lapuyade	Discovery - R&R Expert Report and Emails to/from Exert Re Same	550.00	1:48	990.00	18,703.34
04/01/2024	No	Sydney Castillo-Johnson	Legal research - rounding, regular rate, OTC and 2802	400.00	1:12	480.00	19,183.34
04/01/2024	No	Perssia Razma	Case management- emails w/ co-counsel re mediation data	350.00	0:12	70.00	19,253.34
04/02/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:12	110.00	19,363.34
04/02/2024	No	Sydney Castillo-Johnson	Mediation - draft mediation brief; review policy docs; emails/meeting re claims; review expert report	400.00	2:24	960.00	20,323.34
04/02/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc/expert re mediaton data/claims	350.00	0:54	315.00	20,638.34
04/03/2024	No	Perssia Razma	Case management- emails w/ co-counsel/expert re mediation data	350.00	0:12	70.00	20,708.34
04/03/2024	No	Sydney Castillo-Johnson	Mediation - draft mediation brief and pull exhibits; draft MOU	400.00	3:42	1,480.00	22,188.34
04/03/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:48	440.00	22,628.34
04/04/2024	No	Sydney Castillo-Johnson	Mediation - review add'l docs	400.00	0:24	160.00	22,788.34
04/09/2024	No	Jennifer Heming	Email to mediator's office	150.00	0:12	30.00	22,818.34
04/09/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:12	110.00	22,928.34
04/11/2024	No	Jean Claude	Discovery - R&R Mediation Data in prep for mediation brief	550.00	4:00	2,200.00	25,128.34

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
04/13/2024	No	Lapuyade Jean Claude	Law and Motion - Drafted, Revised and Edited Mediation Brief	550.00	3:18	1,815.00	26,943.34
04/15/2024	No	Sydney Castillo-Johnson	Mediation - finalize brief and exhibits	400.00	0:36	240.00	27,183.34
04/15/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	550.00	2:30	1,375.00	28,558.34
04/16/2024	No	Jennifer Heming	Review, finalize, and submit mediation brief.	150.00	0:42	105.00	28,663.34
04/17/2024	No	Sydney Castillo-Johnson	Mediation - pre-med. call with Judge Walsh	400.00	0:24	160.00	28,823.34
04/22/2024	No	Sydney Castillo-Johnson	Case Management - Emails to/from Mediator Re Readiness	400.00	0:24	160.00	28,983.34
04/23/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc/expert re claims/data/MOU dradt	350.00	1:06	385.00	29,368.34
04/23/2024	No	Sydney Castillo-Johnson	Mediation - attend mediation	400.00	5:00	2,000.00	31,368.34
04/24/2024	No	Sydney Castillo-Johnson	Settlement - emails re executed MOU and SAR drafts	400.00	0:30	200.00	31,568.34
04/24/2024	No	Perssia Razma	Case management- emails w/ co-counsel re MOU/SAR	350.00	0:30	175.00	31,743.34
04/24/2024	No	Jennifer Heming	Email to OC re MOU	150.00	0:12	30.00	31,773.34
04/25/2024	No	Jennifer Heming	Email to OC re MOU	150.00	0:06	15.00	31,788.34
04/25/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re MOU draft	350.00	0:18	105.00	31,893.34
04/25/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU; draft SAR and admin notice	400.00	2:06	840.00	32,733.34
04/29/2024	No	Sydney Castillo-Johnson	Case management - R&R CMS	400.00	0:18	120.00	32,853.34
04/30/2024	No	Jennifer Heming	Client update	150.00	0:30	75.00	32,928.34
04/30/2024	No	Jennifer Heming	Emails to settlement admins	150.00	0:18	45.00	32,973.34
04/30/2024	No	Jennifer Heming	Review, finalize, file, and serve CMS.	150.00	0:42	105.00	33,078.34
04/30/2024	No	Jennifer Heming	Review and save Defendant's CMS.	150.00	0:12	30.00	33,108.34
04/30/2024	No	Jennifer Heming	Email to OC re M&C on CMS	150.00	0:18	45.00	33,153.34
04/30/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re CMS	350.00	0:24	140.00	33,293.34
05/01/2024	No	Jennifer Heming	Emails with settlement admins	150.00	0:12	30.00	33,323.34
05/03/2024	No	Sydney Castillo-Johnson	Settlement - R&R SAR; emails re SAR	400.00	0:18	120.00	33,443.34
05/03/2024	No	Jean Claude Lapuyade	Settlement - Revised and Edited Settlement Agreement	550.00	1:48	990.00	34,433.34
05/06/2024	No	Jean Claude Lapuyade	Settlement - Revised and Edited SAR	550.00	1:30	825.00	35,258.34
05/06/2024	No	Jennifer Heming	Email with settlement admin	150.00	0:06	15.00	35,273.34
05/07/2024	No	Sydney Castillo-Johnson	Settlement - R&R SAR and notice; emails re SAR	400.00	0:30	200.00	35,473.34
05/07/2024	No	Perssia Razma	Settlement- reviewed SARs	350.00	0:30	175.00	35,648.34
05/08/2024	No	Jennifer Heming	Review calendar. Review LRs. Set up remote appearance for TSC	150.00	0:12	30.00	35,678.34
05/10/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	35,898.34
05/10/2024	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	400.00	0:06	40.00	35,938.34
05/14/2024	No	Jean Claude Lapuyade	Settlement - R&R Defense Edits to SAR and Emails to/from OC Re Same	550.00	1:54	1,045.00	36,983.34
05/14/2024	No	Perssia Razma	Settlement- reviewed oc redlines to SARs	350.00	0:18	105.00	37,088.34
05/14/2024	No	Perssia Razma	Settlement- emails w/ co-counsel re oc redlines to SARs	350.00	0:18	105.00	37,193.34
05/15/2024	No	Sydney Castillo-Johnson	Settlement - review OC revisions to SAR; revise SAR and meeting re SAR	400.00	0:48	320.00	37,513.34
05/16/2024	No	Perssia Razma	Case management- reviewed minute order	350.00	0:06	35.00	37,548.34
05/16/2024	No	Jennifer Heming	Check Court docket. Review and save Court's minute order re TSC. Serve on OC. Calendaring.	150.00	0:36	90.00	37,638.34
05/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:12	110.00	37,748.34
05/20/2024	No	Sydney Castillo-Johnson	Settlement - call with OC re SAR; revise SAR; review add'l revisions to SAR	400.00	0:48	320.00	38,068.34
05/20/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	350.00	0:24	140.00	38,208.34
05/21/2024	No	Perssia Razma	Case management- reviewed client update email	350.00	0:06	35.00	38,243.34
05/21/2024	No	Sydney Castillo-Johnson	Settlement - make add'l revisions to SAR	400.00	0:18	120.00	38,363.34
05/22/2024	No	Jennifer Heming	Client update.	150.00	0:30	75.00	38,438.34

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/22/2024	No	Sydney Castillo-Johnson	Case management - draft and revise client update email	400.00	0:18	120.00	38,558.34
05/23/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	400.00	0:06	40.00	38,598.34
05/24/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	350.00	0:12	70.00	38,668.34
06/18/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	450.00	0:18	135.00	38,803.34
06/18/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR and R&R SAR with Defense Edits	700.00	0:54	630.00	39,433.34
06/20/2024	No	Jennifer Heming	Client update. Send SAR to client for signature.	250.00	0:30	125.00	39,558.34
06/20/2024	No	Perssia Razma	settlement emails w/ co-counsel/oc re SAR	425.00	0:12	85.00	39,643.34
06/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	39,853.34
06/20/2024	No	Sydney Castillo-Johnson	Settlement - R&R SAR; emails re SAR	450.00	0:36	270.00	40,123.34
06/25/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	450.00	0:18	135.00	40,258.34
06/25/2024	No	Jennifer Heming	Email corres. with OC.	250.00	0:18	75.00	40,333.34
06/25/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:12	140.00	40,473.34
06/26/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR	425.00	0:18	127.50	40,600.84
06/27/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:24	280.00	40,880.84
06/28/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	41,090.84
06/28/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR	425.00	0:24	170.00	41,260.84
07/12/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR Edits	700.00	0:24	280.00	41,540.84
07/19/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited PAGA Approval Motion	700.00	3:30	2,450.00	43,990.84
08/01/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS and Emails to/rom OC Re Same	700.00	1:00	700.00	44,690.84
Total for Martin v. SAPA (002-473)					97:32	\$44,690.84	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Martin v. SAPA (002-473)						
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.70	0.70
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	16.20	16.90
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	62.90	79.80
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	4.40	84.20
08/01/2023	Expense		Turbo Court Filings		462.66	546.86
08/02/2023	Expense		Turbo Court Filings		9.95	556.81
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.80	557.61
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.70	558.31
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	1.50	559.81
10/04/2023	Check	3453	Knox Attorney Services, Inc.	Inv. 4411663	144.75	704.56
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.10	704.66
12/04/2023	Check	3549	Knox Attorney Services, Inc.	Inv. 4417700	76.75	781.41
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	1.00	782.41
01/10/2024	Expense		One Legal LLC	One Legal Order Number: 21580224 - Filing Fee Re: Stipulation Filed, Proof of Service	39.33	821.74
01/18/2024	Expense		One Legal LLC	One Legal Order Number: 22035983 - Filing Fee Re: Case Management Conference, Proof of Service	20.68	842.42
01/21/2024	Expense		San Bernadino Superior Court		2.50	844.92
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.60	845.52
02/29/2024	Journal Entry	Feb 2024 Postage		Copies for February 2024	0.10	845.62
03/26/2024	Check	3740	JAMS	Inv. 1110029621	250.00	1,095.62
03/26/2024	Check	3741	JAMS	Inv. 1110029621	3,000.00	4,095.62
03/31/2024	Journal Entry	Mar 2024 Postage		Copies for March 2024	0.40	4,096.02
04/08/2024	Check	3760	JAMS	Inv. 6977934	3,000.00	7,096.02
04/08/2024	Check	3761	JAMS	Inv. 1110029621	250.00	7,346.02
04/29/2024	Check	3793	Berger Consulting Group	Inv. 11216	1,680.00	9,026.02
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	1.30	9,027.32
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	3.84	9,031.16
05/06/2024	Deposit		Martin v. SAPA (002-473)	Refund from Jams	-3,500.00	5,531.16
05/16/2024	Expense		One Legal LLC	One Legal Order No. 22791506 - Filing Fee Re: Case Management Conference Electronically filed, Proof of Service	20.68	5,551.84
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	1.30	5,553.14
05/31/2024	Journal Entry	May 2024 Postage		Postage for May 2024	3.84	5,556.98
Total for Martin v. SAPA (002-473)					\$5,556.98	
TOTAL					\$5,556.98	

EXHIBIT 6

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);