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Attorneys for Plaintiff JULIAN RAMOS
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JULIAN RAMOS, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CRUISE LLC, a Delaware limited liability
company; ACTALENT, INC., a Maryland
corporation; ACTALENT SERVICES, LLC,
a Maryland limited liability corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-23-609247

Assigned for All Purposes To:
Hon. Jeffrey S. Ross
Dept: 606

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Jodey
Lawrence; and [Proposed] Order]

Date: October 8, 2025
Time: 9:00 a.m.
Dept.: 606

1 November, 2023, Plaintiff filed a First Amended Complaint (“FAC” or “Operative Complaint”) adding a twelfth cause of action for PAGA penalties under Labor Code §§2698 *et seq.* The PAGA Notice is attached hereto as **Exhibit 2**.

4 5. After initiating the Action, the Parties met and conferred regarding the allegations in the Operative Complaint and PAGA Notice, and the enforceability of an arbitration agreement signed by Plaintiff containing a class action waiver. After much consideration, the Parties agreed to try and resolve the matter through mediation on Plaintiff’s individual and representative PAGA claims.

8 6. Prior to mediation, Plaintiff conducted comprehensive informal discovery and Defendants provided data and numbers and documents, including a sampling of payroll and timekeeping records relating to Plaintiff and Aggrieved Employees, documents containing Defendants’ wage and hour policies, practices and procedures, and summaries of data pertaining to the number of alleged aggrieved employees affected by Defendants’ wage and hour policies, practices and procedures. The information and data exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties’ respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

18 **SETTLEMENT NEGOTIATIONS AND TERMS**

19 7. On December 4, 2024, the parties attended an all-day mediation with Hon. Ronald Sabraw (Ret.) which led to settle this matter. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action that were first memorialized in a Confidential Mediator’s Proposal and thereafter in the long-form PAGA Settlement Agreement now before the Court for approval.

24 8. The Parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm’s length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this

1 conclusion.

2 9. For purposes of the Settlement, Aggrieved Employees are defined as: “any non-exempt
3 employee of Actalent assigned to work for Cruise in California during the PAGA Period, including
4 Plaintiff which is the period from September 21, 2022 through November 15, 2022. (Exh. 1; §§
5 1.4; 1.19.) Based on a review of its records as of the date of mediation on December 4, 2024,
6 Actalent represents that there are approximately 309 Aggrieved Employees who collectively
7 worked a total 1,675 PAGA Pay Periods during the PAGA Period. (Exh 1. §§ 4.1.)

8 10. The Settlement Agreement requires Defendants to pay a maximum, non-revisionary
9 settlement amount of \$82,500.00 in full and final settlement of all claims alleged in the Action (the
10 “Gross Settlement Amount”). (Exh. 1, § 3.1.) The Gross Settlement Amount will be allocated as
11 follows, pending Court approval:

- 12 a) PAGA Counsel Fees of not more than 1/3 (One-Third) of the Gross Settlement
13 Amount, which is currently estimated to be \$27,500.00 (“PAGA Counsel Fees”),
14 and litigation costs of \$19,773.19 (“PAGA Counsel Litigation Expenses
15 Payment”); (Exh. 1, § 3.2.1.)
- 16 b) Administration costs of no more than \$5,000.00 to be paid to the Administrator
17 (“Administration Costs”), Phoenix Settlement Administrators (“Phoenix”), for
18 sending notices and for calculating settlement shares and preparing all checks
19 and mailings; (Exh. 1, § 3.2.2.) and
- 20 c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
21 after deducting the above costs is approximately \$30,226.81 and shall be
22 designated as PAGA Penalties Payment to be allocated between the LWDA and
23 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
24 (\$22,670.11) being paid to the LWDA (the “LWDA PAGA Payment”) and 25%
25 (\$7,556.70) being paid to the Aggrieved Employees on a pro-rata basis
26 (“Individual PAGA Payments”). (Exh. 1, § 3.2.3.)

27 11. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
28 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,

1 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
2 taking into consideration the amounts received in other PAGA actions, the risks inherent in
3 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the
4 settlement award he or she will receive. Further, and based on the settlement negotiations, which
5 were extensive and conducted in good faith and at arm's length between attorneys with substantial
6 experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement
7 process in which the parties were forced to make significant compromises in the interest of reaching
8 a full and complete settlement of the lawsuit.

9 **THE STRENGTH OF PLAINTIFF'S CASE**
10 **IN LIGHT OF THE SETTLEMENT AMOUNT**

11 12. Plaintiff alleges that Defendants violated various provisions of California law and seeks
12 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
13 § 2699, specifically, Plaintiff alleged that Defendants:

- 14 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
15 clock” work, such as “pre-shift” work for having to badge through several doors and
16 wait in line to clock in and out, go through a five-minute log-in process before clocking-
17 in when time-clock tablets were not working, and wait to clock-in until five minutes
18 before the start of a shift even if Aggrieved Employees arrived and started work early.
19 Additionally, Aggrieved Employees were not paid for the time that they spent verifying
20 data after clocking out and for phone calls received off-the-clock.
- 21 • Failed to incorporate all remunerations, including nondiscretionary commissions,
22 incentive pay, and/or discretionary bonuses, into the calculation of the regular rate of
23 pay for purposes of calculating the overtime wage rate.
- 24 • Failed to provide the Aggrieved Employees with compliant meal periods because they
25 were frequently interrupted during meal periods, and regularly had to work through their
26 meal periods.
- 27 • Failed to provide the Aggrieved Employees with compliant rest periods as they
28 frequently received interrupted, shortened, or no rest periods.

- Failed to provide the Aggrieved Employees with accurate sick time pay, and vacation wages.
- Failed to reimburse the Aggrieved Employees for business expenses, including the use of their personal cell phones for work, the use of internet and electricity when working from home, and parking expenses.
- Failed to maintain accurate time and wage records for Plaintiff and Aggrieved Employees.
- Failed to provide accurate wage statements, including the failure to include all hours worked by the Aggrieved Employees, and failed to keep required payroll records.
- Failed to provide former Aggrieved Employees with all wages due and certain at the time of termination or within seventy-two hours of resignation.

13. Defendants denied and continue to deny all of the claims made by Plaintiff against Defendants in the Operative Complaint and contend that they acted at all relevant times in conformance with the law. Defendants contend that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Plaintiff and the Aggrieved Employees were prohibited from working beyond their scheduled shifts; that they were provided lawfully compliant meal and rest periods (and in fact provided longer breaks than required by law) and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendants or due to work requirements; that Plaintiff and the Aggrieved Employees were paid all wages due on a timely basis; that Actalent paid all wages due on a timely basis and using Labor Code compliant instruments; that Actalent's wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. Defendants further contend that their above defenses are supported by their written policies applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement.

PAGA Penalties

14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain

1 civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of
2 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
3 provided in the statute, those civil penalties are recoverable; where no civil penalties are
4 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
5 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
6 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
7 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
8 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
9 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
10 \$100 per violation applies in the absence of a determination that a violation actually occurred.

11 15. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
12 \$167,500.00, calculated by multiplying the total number of pay periods (1,675) by \$100 per
13 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
14 one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in his damages
15 calculation).

16 16. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
17 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
18 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
19 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
20 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
21 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
22 ("There is no authority that "would permit double recovery of essentially the same penalties.")

23 17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
24 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
25 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
26 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)
27 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
28 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)

1 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
2 minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No.
3 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),
4 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien,*
5 *Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
6 \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$82,500.00 Gross
7 Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be
8 and why the Court may reduce any eventual recovery at its discretion, including Defendants'
9 defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on
10 those considerations, Plaintiff applied a discount of 50% to the maximum potential exposure (which
11 equates to \$50 penalty per pay period) to get a realistic potential exposure of \$83,750.00 (1,675
12 pay periods x \$50 penalty per pay period).

13 18. The Gross Settlement Amount of \$82,500.00 is 98.5% of the realistic potential exposure
14 of \$83,750.00. PAGA Counsel submits that this is a fair and reasonable result for the State and
15 Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays
16 posed by further litigation.

17 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

18 19. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
19 attorneys' fees in the amount of **\$27,500.00** and an award of litigation costs to PAGA Counsel of
20 actual and reasonable costs of **\$19,773.19** incurred by PAGA Counsel in prosecuting this Action.
21 D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

22 20. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
23 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
24 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
25 uncompensated work that they have already done and for all the work they will continue to do in
26 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
27 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
28 if it is approved.

1 21. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
2 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
3 Counsel have yet to receive any compensation for the amount of time and money invested in the
4 case to date.

5 22. Contingent-fee cases present the very real risk of working hundreds if not thousands of
6 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
7 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
8 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
9 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
10 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
11 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
12 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
13 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
14 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
15 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
16 pocket expenses. If that money were to be invested in some sort of financial investment, one would
17 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
18 recover is our money, and then only if we are substantially successful; if we are not, all or part of
19 this "investment" can be lost.

20 23. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
21 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
22 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
23 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
24 certain scenarios that exceeds one-third of the recovery. PAGA Counsel's recent attorneys' fees
25 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

26 24. PAGA counsel in contingency-fee cases have received attorneys' fees up to 40% of the
27 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.
28 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-

1 exemption class action; in *Bushnell v. Creinar, Inc.* (Orange County Super. Ct., Case No. 657778),
2 the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v.*
3 *Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William
4 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
5 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
6 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
7 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
8 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
9 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
10 to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification
11 stage.

12 25. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
13 initial complaint, PAGA Counsel conducted informal discovery, hired an expert to reviewed and
14 analyze time and pay records, reviewed and analyzed employment handbooks, relevant policies
15 and other documentation, researched the applicable law and potential defenses, constructed damage
16 models based on interpretations of California law, reviewed information provided by Defendants
17 at the mediation, engaged in meet and confer efforts with Defendants, drafted and revised the
18 settlement agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc. conservatively
19 estimates that it invested at least 154.5 hours of attorney time in this matter. As a Senior Counsel
20 at D.Law, my billing rate is \$1,045.00 (17 years out of law school, Laffey Matrix rate of \$1,141.00),
21 and I have spent approximately 24.6 hours in this matter with a lodestar amount of \$25,707.00.
22 Attorney Roman Shkodnik's current billing rate is \$1,045.00 (12 years out of law school, Laffey
23 Matrix rate of \$948.00), and he spent approximately 26 hours in this matter with a lodestar amount
24 of \$27,170.00. Attorney Emma Geesaman's current billing rate is \$475.00 (2 years out of law
25 school, Laffey Matrix rate of \$473.00), and she spent approximately 39.1 hours in this matter with
26 a lodestar amount of \$18,572.50. Attorney Amanda Fazio's current billing rate is \$475.00 (3 years
27 out of law school, Laffey Matrix rate of \$473.00), and she spent approximately 1.6 hours in this
28 matter with a lodestar amount of \$760.00. Attorney Mason Doidge's current billing rate is \$475.00

(2 years out of law school, Laffey Matrix rate of \$473.00), and he spent approximately 0.2 hours in this matter with a lodestar amount of \$95.00. Attorney Norayr Zakaryan's current billing rate is \$475.00 (1 year out of law school, Laffey Matrix rate of \$473.00), and he spent approximately 61 hours in this matter with a lodestar amount of \$28,975.00. Attorney Robert Payaslyan's billing rate at the time of being employed at D.Law was \$400.00, and he spent approximately 2 hours in this matter with a lodestar amount of \$800.00. The total lodestar for PAGA Counsel is \$102,229.50. Thus, the fee request of \$27,500.00 is significantly less than the amount warranted by the lodestar analysis, requiring no multiplier.

26. In light of the foregoing, the fee request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

EXPERIENCE AND VIEWS OF COUNSEL

27. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

28. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiffs and the Allegedly Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

29. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,

1 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
2 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
3 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
4 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
5 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
6 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
7 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
8 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
9 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
10 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
11 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
12 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
13 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
14 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
15 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
16 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
17 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
18 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
19 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
20 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
21 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
22 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
23 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
24 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
25 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
26 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
27 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
28 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,

1 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
2 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
3 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
4 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo
5 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
6 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.
7 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
8 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
9 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
10 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
11 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
12 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

13 30. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
14 department. I was admitted to the California Bar in December 2008. I received my J.D. from
15 Pepperdine University School of Law and B.S. from University of Southern California. Since
16 graduating from law school, I have dedicated virtually my entire career on the practice of
17 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
18 an in-house position. I have significant experience specifically working on wage and hour class
19 actions from the plaintiff's side as well as the defense side, with the majority of my experience
20 coming from the plaintiff's side.

21 31. Attorney Roman Shkodnik received his Bachelor of Arts in history and political science
22 from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from
23 Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused
24 his practice on representing employees including in wage-and-hour class actions. During his career,
25 he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead
26 counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he
27 has obtained six and seven figure settlements against a range of defendants, including Fortune 500
28 companies. These cases have involved the gamut of wage-and-hour claims, including claims for

1 failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure
2 to pay timely wages - similar to claims at issue in the present matter.

3 32. The collective experience of the D.Law attorneys in litigating employment wage and
4 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
5 of a case, and generally negotiating fair and reasonable class and representative action settlements.
6 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
7 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
8 settled on better terms than provided under the present settlement agreement given the financial
9 limitations of Defendants.

10 33. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
11 and are adequate to represent the Allegedly Aggrieved Employees in the instant action.

12 **SUMMARY**

13 34. The parties agreed to use Phoenix as the third-party settlement administrator in this case.
14 Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the
15 Notice of Settlement and calculating and distributing the settlement checks, among other duties.
16 Phoenix capped its fees at \$5,000.00 for administering the Settlement, and based on PAGA
17 Counsel's experience in other class and PAGA settlements, Phoenix's costs for administering this
18 Settlement are fair and reasonable.

19 35. On August 29, 2025 my office submitted the proposed Settlement and this Motion to the
20 LWDA. Attached hereto as **Exhibit 4** is a true and correct copy of the confirmatory email my office
21 received from the LWDA after submission of the Settlement and Motion.

22 36. I am not aware of any class or other representative action in any other court that asserts
23 claims similar to those alleged in the action being settled.

24 37. I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed this 29th day of August, 2025, at Glendale, California.

27 
28 Enoch J. Kim

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Julian Ramos (“Plaintiff”) on the one hand, and Defendants Cruise LLC (“Cruise”), Actalent, Inc., and Actalent Services, LLC (Actalent, Inc. and Actalent Services, LLC are collectively referred to herein as “Actalent”) (Cruise and Actalent are collectively referred to herein as “Defendants”) on the other hand. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means Plaintiff’s lawsuit filed by Plaintiff against Defendants, captioned *Julian Ramos v. Cruise LLC et al.* Case Number CGC-23-609247, initiated on September 21, 2023 and amended on November 30, 2023, and pending in the Superior Court of the State of California, County of San Francisco.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means any non-exempt employee of Actalent assigned to work for Cruise in California during the PAGA Period, including Plaintiff.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and individual pay periods worked during the PAGA Period.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Aggrieved Employees’ Notice” shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees’ Notice shall further contain (i) an Aggrieved Employee’s first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee’s individual pay periods, and (v) the Aggrieved Employee’s individual share of the Aggrieved Employees’ payment.

- 1.8 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.9 “Court” means the Superior Court of California, County of San Francisco.
- 1.10 “Defense Counsel” means Mitchell Silberberg & Knupp LLP and Thompson Coburn LLP.
- 1.11 “Effective Date” means the date on which the Court’s Approval Order and Judgment become final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after notice of entry of the judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3); (ii) if there is an appeal of the Court’s judgment, the date the Approval Order and judgment are 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 California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Approval Order and judgment are affirmed pursuant to such petition.
- 1.12 “Gross Settlement Amount” means \$82,500.00 which is the total amount Defendants agree to collectively pay – as allocated in Paragraph 3.1 below – under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subdivision (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “PAGA Counsel” means D.Law, Inc., the attorneys representing Plaintiff in the Action.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any pay period during which an Aggrieved Employee of Actalent worked for Cruise in California for at least one day during the PAGA Period.

- 1.19 “PAGA Period” means the period from September 21, 2022 through November 15, 2022.
- 1.20 “PAGA” means the Private Attorneys General Act (Cal. Lab. Code, § 2698. *et seq.*).
- 1.21 “PAGA Notice” means Plaintiff’s September 21, 2023 letter to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subdivision (a).
- 1.22 “PAGA Penalties” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder shall be allocated as PAGA Penalties and paid as follows: 75% to the LWDA, and 25% shall be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.23 “Plaintiff” means Julian Ramos, the named plaintiff in the Action.
- 1.24 “Released PAGA Claims” means the claims being released by Plaintiff, the LWDA, and Aggrieved Employees and as described in Paragraph 5 below.
- 1.25 “Released Parties” means Defendants and each of their respective former and present directors, officers, shareholders, owners, members, employees, parents, subsidiaries, predecessors, successors, affiliates, and assigns.
- 1.26 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On September 21, 2023, Plaintiff filed a notice of intent to bring a Private Attorneys General Act lawsuit with the Labor Workforce Development Agency for Defendants’ alleged violations of the Labor Code. On September 21, 2023, Plaintiff filed a class action complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal-Period Liability under Labor Code § 226.7; (4) Rest-Period Liability under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures under Labor Code § 2802; (8) Violation of Labor Code § 226(a); (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (10) Penalties Pursuant to Labor Code § 203; and (11) Violation of Business & Professions Code § 17200 *et seq.* On November 30, 2023, Plaintiff filed a First Amended Complaint (the “Operative Complaint”) alleging an additional cause of action against Defendants for penalties under PAGA. Before Plaintiff’s employment with Actalent, he signed an arbitration agreement containing a class action waiver. As a result, the Parties agreed to attend a private

mediation on Plaintiff's individual and representative PAGA claims.

- 2.2 Defendants deny each and every one of the material factual allegations and alleged claims asserted against them in the Operative Complaint. Defendants also deny any and all liability or wrongdoing of any kind associated with any of the claims and/or the causes of action alleged in the Operative Complaint, including but not limited to the Released PAGA Claims. Defendants contend, among other things, that they have complied at all times with the California Labor Code, the related California Industrial Welfare Commission Wage Orders, and all other state and federal wage and hour laws, and further contend that all of their respective employees were and are paid properly, and the Action is without merit. Cruise further contends that it did not employ Plaintiff or any of the Aggrieved Employees.
- 2.3 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff contends he gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4 On December 4, 2024, the Parties participated in an all-day mediation presided over by Hon. Ronald Sabraw (Ret.) which led to this Agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and payroll data for the Aggrieved Employees, the total number of Aggrieved Employees and PAGA Pay Periods, the total number and amount paid for expense reimbursements, and the total number of meal and rest period premiums paid during the PAGA Period.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Actalent and Cruise each promise to pay \$41,250.00 (totaling \$82,500.00) and no more, as their respective contributions to the Gross Settlement Amount. Actalent and Cruise shall have no obligation to pay their respective contributions of the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. Notwithstanding the above, in the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, in whole or in part, however that may occur, or the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement, and all previous disbursements of the Gross Settlement Amount will immediately be paid back to Defendants by the person(s) and/or entity(ies) who received such disbursement.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$27,500.00, and PAGA Counsel Litigation Expenses Payment for reimbursement of actual costs incurred by PAGA Counsel in prosecuting this Action. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder as PAGA Penalties, and the other terms of this Agreement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the amount allocated to PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other counsel purporting to represent Plaintiff arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, and the Administrator will report these payments on one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and PAGA Counsel holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$5,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves an amount less than \$5,000.00, the Administrator will allocate the remainder as PAGA Penalties.
- 3.2.3 To the LWDA and Aggrieved Employees: The PAGA Penalties with 75% to be paid directly to the LWDA, and 25% allocated to the Individual PAGA Payments.
- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation on December 4, 2024, Defendants represent that there are approximately 309 Aggrieved Employees who collectively worked a total 1,675 PAGA Pay Periods during the PAGA Period.
- 4.2 Aggrieved Employee Data. Within 14 days after the Effective Date, Actalent will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must (1) maintain the Aggrieved Employee Data in confidence, (2) use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and (3) restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if Defendants discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Actalent must send the Aggrieved Employee Data to the Administrator, the Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. Within 7 days of receiving the Aggrieved Employee Data from Actalent, the Administrator will circulate to counsel for all Parties an anonymized spreadsheet containing the estimated Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Administrator shall advise the Parties in writing if it believes the Escalator Clause in Paragraph 8 *infra* to be triggered. The Administrator shall obtain approval from all counsel of the calculations before mailing the Individual PAGA Payments. Final approval of the list shall be provided no later than 7 days from the Administrator's notice.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail (1) checks for all Individual PAGA Payments, (2) Aggrieved Employees' Notices for all Aggrieved Employees receiving an Individual PAGA Payment, and (3) the LWDA PAGA Payment. Within 5 days of completing the mailing of the Individual PAGA Payments, Aggrieved Employees' Notices, and the LWDA PAGA Payment, the Administrator shall mail checks for the Court-approved Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
- 4.4.1 The Administrator will issue the Aggrieved Employees' Notice and checks for the Individual PAGA Payments, and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after

the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update each Aggrieved Employee's mailing addresses using the National Change of Address Database.

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

4.5 Accounting and Declaration. Within 10 days of completing the mailing of the payments from the Gross Settlement Fund, the Administrator will provide an accounting under oath to the Parties of the amounts paid from the Gross Settlement Fund. Within 10 days of completion of administration of the Settlement, the Administrator will also provide a written declaration under oath to verify such completion to the Court and counsel for all Parties. PAGA Counsel shall file this declaration with the Court within 5 days of receipt.

- 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Plaintiff, the LWDA, and Aggrieved Employees:

All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors and assigns, the Released Parties from all claims, demands,

rights and/or causes of action under PAGA that arose during the PAGA Period and that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Responsibilities of PAGA Counsel and Defense Counsel. No later than 60 days after the full execution of this Settlement, PAGA Counsel shall obtain a prompt hearing date for a noticed motion to approve the Settlement, and file the motion. PAGA Counsel shall be responsible for drafting all documents necessary to obtain approval of the Settlement and dismissal of the class claims alleged in the Operative Complaint without prejudice, subject to reasonable approval by Defendants. PAGA Counsel shall provide a draft of the noticed motion and supporting declarations and documents to Defense Counsel by email at least 5 court days before filing, for purposes of receiving any feedback or comments. Provided that the noticed motion is consistent with the terms of this Agreement, the motion will be unopposed and Plaintiff shall state that in his motion. As part of the motion to approve the Settlement, Plaintiff shall also submit a declaration consistent with the requirements set forth in California Rule of Court 3.770 to request dismissal of the class claims alleged in the Operative Complaint without prejudice. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.2 Judgment. As part of the motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which (i) approves the Settlement as fair, reasonable, and adequate, (ii) directs the Parties to effectuate the Settlement according to the terms of this Agreement, and (iii) approves the dismissal of the class claims as alleged in the Operative Complaint without prejudice. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the Released PAGA Claims as to Plaintiff, the LWDA, and Aggrieved Employees.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will agree to use their best efforts to expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel agree to use their best efforts to expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise address the Court's concerns.
- 6.4 Objections and Opt-Out. The Parties agree that there is no statutory right for any Aggrieved Employees to object, opt-out or otherwise exclude himself, herself, or themselves, from the Settlement. Neither Plaintiff nor Defendants, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any

Aggrieved Employee to object to the Settlement or appeal from the judgment. The Parties further agree that there is no right for any Aggrieved Employee to appeal the approval of this Settlement by the Court. The Parties will jointly defend against any objection, opt-out, or any appeal filed with respect to the order approving this Settlement.

6.5 Court Approval Required. The Parties recognize that, in accordance with Labor Code section 2699(s), Court approval is required for settlement of a PAGA action. This Agreement is contingent upon the approval by the Court of this Settlement. Notwithstanding subparagraph 6.3 of this Agreement, if the Court does not approve the Settlement, or if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, or if the LWDA or any other state or government agency or any other person seeks to intervene in the action and/or commences an enforcement action, then any of the Parties shall have the right within 10 days thereof to elect to terminate the Settlement in writing in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. The party that elects to terminate the Settlement shall be responsible for paying any settlement administration costs incurred up to the date of termination.

6.6 Notice to the State. At the same time that PAGA Counsel file and serve Plaintiff's motion to approve the settlement, PAGA Counsel shall also submit it to the LWDA in accordance with Labor Code section 2699(s)(2). PAGA Counsel shall submit to the LWDA a copy of the judgment in the Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of such judgment or order, in compliance with Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

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

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on a review of its records as of the date of mediation, Defendants represented there are approximately 309 Aggrieved Employees who worked a total of 1,675 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods encompassed within the PAGA Period exceeds 1,675 by more than 10% (i.e., if the total PAGA Pay Periods exceeds 1,843 pay periods), then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of PAGA Pay Periods encompassed in the PAGA Period in excess of 10% (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendants would agree to increase the Gross Settlement Amount by 2%). Actalent will provide confirmation under oath relating to the number of Aggrieved Employees and PAGA Pay Periods within seven (7) days of their execution of this Agreement. Should the Gross Settlement Amount be increased under this clause, the PAGA Counsel Fees Payment will be one-third of the increased Gross Settlement Amount.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. The Parties intend for this Agreement to be enforceable pursuant to Code of Civil Procedure section 664.6.

10. **ADDITIONAL PROVISIONS**.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit, or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants’ defenses. The Settlement, this Agreement and the Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Except for any agreements between Actalent and/or Cruise (and/or any of their related/affiliated companies), and except for the Confidential Individual Settlement Agreement and General Release that the Parties executed contemporaneously with this Agreement, upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of the PAGA Claims in the Action, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party. Except for any agreements between Actalent and/or Cruise (and/or any of their related/affiliated companies), and except for the Confidential Individual Settlement Agreement and General Release that the Parties executed contemporaneously with this Agreement, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person, for the purpose of avoiding penalties under the Internal Revenue Code. Each individual who receives payment from this Settlement shall be responsible for

payment of any taxes owing on said amount. Neither Defendants nor Defense Counsel are responsible for any tax obligations regarding the allocation of the Individual PAGA Payments.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles. Any action pertaining to the terms of this Agreement that is not covered by Paragraph 10.2 shall be brought in a court of competent jurisdiction located in the State of California.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, and except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff will keep the terms of this Settlement confidential until the motion for approval of the Settlement is filed, unless ordered by the Court. Neither Plaintiff nor PAGA Counsel, directly or indirectly, shall issue a press release or hold a press conference, publish information about the Settlement on any website, or otherwise publicize the Settlement, except that Plaintiff and/or PAGA Counsel may submit the Settlement to the LWDA as required under PAGA. Plaintiff and PAGA Counsel agree not to respond to any press inquiries concerning the Settlement, except to refer any press inquiries to the papers filed with the Court.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Actalent unless, prior to the Administrator's payment of all Settlement Funds, Actalent makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise expressly noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.Law, Inc.

Emil Davtyan

Emil@d.law

David Yeremian

d.yeremian@d.law

Roman Shkodnik

r.shkodnik@d.law

Emma Geesaman

e.geesaman@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

To Defendant Cruise LLC:

Mitchell Silberberg & Knupp LLP

Emma Luevano

eyl@msk.com

Diana M. Martinez

dmm@msk.com

2049 Century Park East, 18th Floor

Los Angeles, California 90067

Telephone: (310) 312-2000

Fax: (310) 312-3100

To Defendants Actalent, Inc. & Actalent Services, LLC:

Thompson Coburn LLP

Michael S. Kun
mkun@thompsoncoburn.com
Kevin D. Sullivan
kdsullivan@thompsoncoburn.com
10100 Santa Monica Blvd., Suite 500
Los Angeles, CA 90067
Telephone: (310) 282-2500
Fax: (310) 282-2501

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

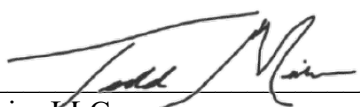
10.17 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, (i) the Action shall be stayed, except to effectuate the terms of this Agreement, and (ii) pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended commensurate with the time period beginning on the last date on which this Agreement is fully executed and the date on which any Party elects to terminate this Agreement in accordance with subparagraph 6.5 of this Agreement.

Dated: 8/22/2025

Signed by:

By: Julian Ramos
Plaintiff Julian Ramos

Dated: August 26, 2025


Cruise LLC

By: Todd Miller

Its: Assistant Secretary

Dated: August 28, 2025



Actalent, Inc.

By: Horacio Ramirez

Its: Lead Employee Relations Manager

Dated: August 28, 2025



Actalent Services, LLC

By: Horacio Ramirez

Its: Lead Employee Relations Manager

EXHIBIT A

[MAILING DATE]

[ADMINISTRATOR'S INFORMATION]

NOTICE OF SETTLEMENT

[PAGA MEMBER'S NAME]

[PAGA MEMBER'S ADDRESS]

Re: Private Attorneys General Act Action – ***Julian Ramos v. Cruise LLC, et al.***, San Francisco County Superior Court Case No. CGC-23-609247

Dear [NAME]:

A former employee of Actalent, Inc. who was assigned to Cruise LLC filed a lawsuit against Cruise LLC, and Actalent, Inc., as well as a company related to Actalent, Inc. named Actalent Services, LLC (collectively, “Defendants”). This lawsuit was alleged on behalf of the former employee and certain employees of Actalent, Inc. assigned to Cruise LLC. Defendants deny each of the allegations and deny any liability or wrongdoing of any kind associated with these allegations.

On [DATE], the Court issued an Order approving settlement of the claims alleged against Defendants pursuant to the Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*) (“PAGA”). PAGA allows employees to recover civil penalties for violations of the Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other allegedly aggrieved employees.

Pursuant to the Court’s Order, a payment of \$82,500.00 was approved to settle the claims in the lawsuit alleged on behalf of Actalent, Inc. employees who were assigned to work for Cruise LLC in California. After accounting for Plaintiff’s counsel’s attorneys’ fees of \$27,500.00 and reimbursement of litigation costs of \$19,773.19, administration expenses to Phoenix Settlement Administrators of \$5,000.00, the remaining sum called the PAGA Penalties will be divided pursuant to California law as follows: \$22,670.11 (75%) to the LWDA, and \$7,556.70 (25%) to PAGA Members to be shared on a proportionate basis. PAGA Members are defined to include any non-exempt employee of Actalent, Inc. assigned to work for Cruise LLC in California at any time from September 21, 2022 to November 15, 2022.

The enclosed check is your proportional share of the settlement amount and is based on the total number of pay periods you worked for Actalent, Inc. while assigned to Cruise LLC in relation to the total number of pay periods worked by all PAGA Members between September 21, 2022 and November 15, 2022. You are receiving this check because Actalent assigned you to work for Cruise LLC in California during that timeframe.

The Settlement fully releases Defendants from any and all claims for civil penalties under PAGA as alleged in the lawsuit for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal-Period Liability under Labor Code § 226.7; (4) Rest-Break Liability under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures under Labor Code § 2802; (8) Violation of Labor Code § 226(a); (9) Failure to Keep Required Payroll Records under Labor Code §§

1174 and 1174.5; (10) Penalties Pursuant to Labor Code § 203; and (11) Violation of Business & Professions Code § 17200 *et seq.*, and the Settlement further releases Defendants from any and all claims under PAGA that were asserted or could have been asserted based on the facts alleged in the lawsuit.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. This payment will be reported to the IRS through Form 1099 and you are responsible for tax payments, if any, that result from this payment. The enclosed check is valid for 180 days from the date of issuance. It is strongly recommended that you cash or deposit the check on or before its printed void date. Funds attributable to any uncashed checks after 180 days will be sent to the State of California Controller's Unclaimed Property Division for further handling.

If you would like to access the Court's files, you may do so electronically, free of charge, by following these steps:

1. Go to <https://sf.courts.ca.gov/online-services/case-information>
2. Click on the "Access Now" link underneath "Civil Case Query:"
3. When prompted, complete any necessary security verifications.
4. Enter case number CGC-23-609247 and click "Search"
5. Once on the case page, you can access documents, upcoming hearings, and other information

If you have any questions about this payment, contact the Settlement Administrator at [PHONE NUMBER]. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

 , Settlement Administrator for *Julian Ramos v. Cruise LLC et al.*

EXHIBIT 2

September 21, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Cruise LLC
333 Brannan Street
San Francisco, CA 94107
Certified Mail Tracking Number: 9414 8112 0620 3626 4361 57

CSC-Lawyers Incorporating Service, Agent for Service
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Hanover, MD 21076
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Sacramento, CA 95833
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**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
Ramos v. Cruise LLC et al.
Superior Court for the County of San Francisco**

Gentlepersons:

This office represents Plaintiff Julian Ramos (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Cruise LLC; Actalent, Inc.; Actalent Services, LLC; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in San Francisco Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by having to badge through several doors to enter and exit the building, regularly having to wait in line to clock in and out, and occasionally undergoing a five-minute computer log-in process when tablets were broken. Defendants also had a policy requiring Plaintiff and Aggrieved Employees to wait to clock-in until five minutes before the start of a shift even if they arrived and started work early. Moreover, Aggrieved Employees were not paid for the time that they spent verifying data after clocking out and for phone calls received

off-the-clock. Defendants also had a policy requiring time sheets to be rounded to reflect scheduled times rather than hours actually worked. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants required the Aggrieved Employees to clock in and out using Defendants' timekeeping system for the beginning and ending times of their work shifts. This timekeeping system thus permitted Defendants to record clock in and clock out times to the real-time minute. However, rather than paying Plaintiff and the Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the Aggrieved Employees scheduled times, and generally did so to the detriment of the Aggrieved Employees. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying the Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they actually worked under Defendants' control. Plaintiff and the Aggrieved Employees contend this policy is not neutral and results, over time, to their detriment by systematically under-compensating them for the time worked and under Defendants control.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Additionally, Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay and vacation pay was calculated and paid.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were interrupted on meal breaks and breaks were taken after their fifth consecutive hour of work, and what meal periods Plaintiff and Aggrieved Employees did take were consistently less than 30 minutes, and all in

violation of Labor Code and applicable Wage Orders. Similarly, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with uninterrupted paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. In addition, Plaintiff's work duties included driving a company vehicle which interfered with taking duty-free rest breaks. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, internet and electricity usage, parking expenses, and personal cell phone usage, which were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, discussed above.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked, including Defendants’ practice of rounding Plaintiff and Aggrieved Employees hours to reflect their scheduled shifts rather than hours actually worked and Defendant’s policy preventing Employees from clocking

in more than five minutes before the start of their shift even if they started work early. Aggrieved Employees were also not paid for the time that they worked “pre-shift” and “post-shift” without compensation by having to badge through several doors to enter and exit the building, regularly having to wait in line to clock in and out, and occasionally undergoing a five-minute computer log-in process when tablets were broken. Moreover, Aggrieved Employees were not paid for the time spent verifying data after clocking out and for phone calls received off-the-clock.

Accordingly, Plaintiff and Aggrieved Employees were required to work without pay. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked “pre-shift” and “post-shift” without compensation by waiting in line to clock in and clock out, undergoing a

five-minute log-in process to access the time-keeping website, being prohibited from clocking in when starting work more than five minutes before the scheduled time, verifying data after clocking out, and receiving work calls off-the-clock caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked by rounding time entries. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by failing to provide uninterrupted meal periods and requiring Plaintiff and other similarly situated Aggrieved Employees to work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as

the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l). Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(l), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods and were

provided with breaks late and well after the fifth hour of work because they had to wait to be relieved to take breaks.

Meal periods provided to Aggrieved Employees were often untimely or interrupted, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by changing Aggrieved Employees’ time records to avoid paying meal premiums. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with compliant paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or interrupted. Plaintiff’s work duties also included driving a company vehicle which made it difficult to take duty-free rest breaks. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, internet and electricity usage, parking expenses, and personal cell phone usage, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the

corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. z

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., failing to provide them with checks and wage statements, and rounding time entries, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was

not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq. and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees uninterrupted, timely, and unpaid meal periods and failure to authorize and permit them to take uninterrupted, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199,

2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

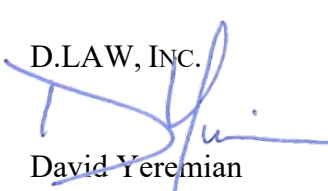
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Cruise LLC, Actalent, Inc., Actalent Services, LLC and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.



David Yeremian

Cc: Cruise LLC; Actalent, Inc., Actalent Services, LLC by Certified Mail

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Attorneys for Plaintiff JULIAN RAMOS,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JULIAN RAMOS, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CRUISE LLC, a Delaware limited liability
company; ACTALENT, INC., a Maryland
corporation; ACTALENT SERVICES, LLC, a
Maryland limited liability corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et*
seq. and 246
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code §
17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JULIAN RAMOS, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants CRUISE LLC, a
8 Delaware limited liability company; ACTALENT, INC, a Maryland corporation; ACTALENT
9 SERVICES, LLC, a Maryland limited liability corporation; and DOES 1 through 50 (all
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
13 and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in San Francisco County, and in other nonexempt positions, throughout
18 California and, and consistently worked at Defendants’ behest without being paid all wages due.
19 More specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. In addition, the timeclock used recorded time to the exact minute, but Plaintiff and
28 Employees had to adjust their time sheets to reflect their scheduled times instead. Defendants thus

1 failed to pay Plaintiff and the Class members for all hours worked, and provided them with
2 inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful
3 pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
4 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
5 duty-free meal and rest periods as required by the Labor Code.

6 THE PARTIES

7 A. The Plaintiff

8 4. Plaintiff JULIAN RAMOS has resided in California and during the time period
9 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
10 the State of California.

11 B. The Defendants

12 5. Defendant CRUISE LLC (“CRUISE”) is a Delaware limited liability company with
13 its principle executive office in San Francisco, California, and was Plaintiff’s jobsite company
14 during the relevant time period. CRUISE lists a California address in San Francisco, California
15 with the California Secretary of State, and employs Class members in San Francisco County,
16 including at Defendants’ offices and facilities in San Francisco, California, and throughout
17 California and conducts business throughout California.

18 6. Defendant ACTALENT, INC. is a Maryland corporation with its principal
19 executive offices in Hanover, Maryland and has been listed as the employer on Plaintiff’s wage
20 statements issued during the relevant time period. ACTALENT, INC. lists an address in Hanover,
21 Maryland with the California Secretary of State, and employs Plaintiff and the Employees in San
22 Francisco County, including at Defendants’ offices and facilities throughout California and
23 Defendants conduct business throughout California.

24 7. Defendant ACTALENT SERVICES, LLC, is a Maryland limited liability
25 corporation with its principal executive offices in Hanover, Maryland and has been listed as the
26 employer on Plaintiff’s wage statements issued during the relevant time period. ACTALENT
27 SERVICES, LLC lists an address in Hanover, Maryland with the California Secretary of State,
28 and employs Plaintiff and the Employees in San Francisco County, including at Defendants’

1 offices and facilities throughout California and Defendants conduct business throughout
2 California.

3 8. The true names and capacities, whether individual, corporate, associate, or
4 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
5 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
6 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
7 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
8 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
9 this Complaint to reflect the true names and capacities of the Defendants designated herein as
10 Does 1 through 50 when their identities become known.

11 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
12 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
13 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
14 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
15 all respects as the employers or joint employers of Employees. Defendants, and each of them,
16 exercised control over the wages, hours or working conditions of Employees, or suffered or
17 permitted Employees to work, or engaged, thereby creating a common law employment
18 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
19 employed Employees.

20 **JURISDICTION AND VENUE**

21 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
23 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
24 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
25 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
26 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Francisco
27 County and Defendants maintain and operate company offices and facilities in San Francisco
28 County, and employ Plaintiff and other Class members in San Francisco County and throughout

1 California.

2 **FACTUAL BACKGROUND**

3 11. The Employees who comprise the Class and Collective, including Plaintiff, are
4 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
5 Employees who work in nonexempt positions at the direction of Defendants in the State of
6 California. Plaintiff and the Class members were either not paid by Defendants for all hours
7 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
8 Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
9 without compensation by having to badge through several doors to enter and exit the building,
10 regularly having to wait in line to clock in and out, and occasionally undergoing a five-minute
11 computer log-in process when tablets were broken. Defendants also had a policy requiring
12 Plaintiff and Employees to wait to clock-in until five minutes before the start of a shift even if
13 Employees arrived and started work early. Moreover, Employees were not paid for the time that
14 they spent verifying data after clocking out and for phone calls received off-the-clock. Plaintiff
15 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
16 owing, including under-recording of hours worked by requiring Plaintiff and the Class Members
17 to adjust their time sheets to reflect their scheduled times as opposed to the time captured by the
18 timeclock, failed to provide timely and uninterrupted meal and rest breaks, and failed to furnish
19 accurate wage statements, all in violation of various provisions of the California Labor Code and
20 applicable Wage Orders. Additionally, Defendants paid Plaintiffs and Employees nondiscretionary
21 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
22 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
23 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
24 rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when
25 Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive
26 pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a
27 lower overtime rate than required.

28 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
2 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
3 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
5 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received
6 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
7 to pay all sick pay by paying a lower overtime rate than required.

8 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
9 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
10 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
11 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
12 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
13 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and
14 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
15 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

16 14. During the course of Plaintiff and the Class members' employment with
17 Defendants, they were not paid all wages they were owed, including for all work performed and
18 for all overtime hours worked.

19 15. As a matter of uniform Company policy, Plaintiff and the Class members regularly
20 received late meal breaks because they had to wait to be relieved. Meal breaks and rest breaks
21 were also interrupted in violation of the California Labor Code. Defendants also followed a
22 practice of requiring employees to adjust their time sheets to reflect their schedule times as
23 opposed to the time captured by the time clock resulting in under-reporting that would impact
24 when Employees were to receive meal and off-duty rest breaks leading to meal and rest periods
25 being provided late. Plaintiff and the Class members were not paid meal period premiums for
26 meal break violations and Plaintiff and Class members' time clock records were changed by
27 Defendants to avoid paying meal premiums. As a result, Plaintiff and the Class members worked
28 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not

1 paid at the appropriate overtime rate for all such hours, including by being required to perform
2 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class
3 members worked substantial overtime hours during their employment with Defendants for which
4 they were not compensated, in violation of the California Labor Code, applicable IWC Wage
5 Orders.

6 16. As a result of the above described the daily work demands and deficient breaks,
7 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
8 were not properly paid for all wages earned and for all wages owed to them by Defendants,
9 including when working more than eight (8) hours in any given day and/or more than forty (40)
10 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
11 Class members incurred overtime hours worked for which they were not adequately and
12 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
13 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
14 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
15 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
16 Labor Code, applicable IWC Wage Orders.

17 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants had a consistent policy or practice of failing to pay
19 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
20 by California Law.

21 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
22 continuing to the present, Defendants had a consistent policy or practice of failing to pay
23 Employees overtime compensation at premium overtime rates for all hours worked in excess of
24 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
25 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
26 sections of IWC Wage Orders.

27 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants have regularly required Employees to work shifts in excess

1 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
2 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
3 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
4 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
5 Defendants failed to provide or deficiently provided. In addition, Defendants changed Employees’
6 time clock records after they were entered to avoid paying such premiums.

7 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants have consistently failed to provide Employees with uninterrupted and off-duty
9 paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more
10 consecutive hours; nor did Defendant pay Employees premium pay for each day on which
11 requisite rest breaks were not provided or were deficiently provided at one hour of wages at each
12 Employee’s effective regular rate of pay, for each rest period that Defendants failed to provide or
13 deficiently provided.

14 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
15 continuing to the present, Defendants have consistently failed to provide Employees with timely,
16 accurate, and itemized wage statements as required by California wage-and-hour laws.
17 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
18 correct overtime wages based on proper regular rate calculations that included nondiscretionary
19 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
20 compensation of their Employees. Moreover, the wage statements given to Employees by
21 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
22 periods and rest breaks all of which Defendants knew or reasonably should have known were
23 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
24 confusing and required Employees to engage in discovery and refer to outside sources to verify
25 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

26 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
27 continuing to the present, Defendants have consistently failed to provide Employees with timely,
28 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

23. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of internet and electricity use when working from home, parking expenses, and the cost of person cellphone usage when taking off-the-clock calls which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 226, 226.4, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, and 2802.

27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

28. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and have been employed by Defendants within the State of California.

29. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

1 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the required rates of pay, including for all
3 hours worked in excess of eight in a day and/or forty in a week.

4 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
5 compensated at the Employee's regular rate of pay for their vacation wages.

6 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
7 the Employee's regular rate of pay for their sick pay wages.

8 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
9 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
10 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

11 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
12 Defendants' policy and/or practice of failing to authorize and permit Employees to take
13 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
14 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

15 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
17 by California wage-and-hour laws.

18 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
19 applicable limitations period, were not provided with accurate itemized wage statements.

20 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
21 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
22 the performance of Employees job duties for Defendants which were necessary to perform their
23 duties under Defendants' employ.

24 j. Subclass 11. Termination Pay Subclass. All Class members who, within the
25 applicable limitations period, either voluntarily or involuntarily separated from their employment
26 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
27 termination.

28 k. Subclass 12. UCL Subclass. All Class members who are owed restitution as a

1 result of Defendants' business acts and practices, to the extent such acts and practices are found to
2 be unlawful, deceptive, and/or unfair.

3 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
4 modify the class description with greater particularity or further division into subclasses or
5 limitation to particular issues.

6 31. This action has been brought and may properly be maintained as a class action
7 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
8 of interest in litigation and proposed class is easily ascertainable.

9 **A. Numerosity**

10 32. The potential members of the class as defined are so numerous that joinder of all
11 the member of the class is impracticable. While the precise number of class member has not been
12 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
13 time period relevant to this lawsuit, employed more than 100 individuals were employed by
14 Defendants within the State of California.

15 33. Accounting for employee turnover during the relevant time period increases this
16 number substantially. Plaintiff alleges that Defendants' employment records will provide
17 information as to the number and location of all class members.

18 **B. Commonality**

19 34. There are questions of law and fact common to the class that predominate over any
20 questions affecting only individual class members. These common questions of law and fact
21 include:

- 22 a. Whether Defendants failed to pay Employees minimum wages;
- 23 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 24 c. Whether Defendants failed to pay Employees overtime as required under Labor
25 Code § 510;
- 26 d. Whether Defendants failed to pay Employees vacation wages as required under
27 Labor Code § 227.3;
- 28 e. Whether Defendants failed to pay Employees sick pay as required under Labor

Code § 245;

- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and

1 questions of law and fact common to all Employees predominate over any questions affecting only
2 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
3 Defendants' illegal policies or practices of failing to compensate Employees properly.

4 38. Class action treatment will allow those persons similarly situated to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGES**

9 **(Against All Defendants)**

10 39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 40. Defendants failed to pay Employees minimum wages for all hours worked.
13 Defendants had a consistent policy of misstating Employees time records and failing to pay
14 Employees for all hours worked. Employees would work hours and not receive wages, including
15 as alleged above in connection with untimely and interrupted meal breaks and working "pre-
16 shift" and "post-shift" without compensation by having to: (1) badge through several doors and
17 wait in line to clock in and out; (2) go through a five-minute log-in process before clocking-in
18 when time-clock tablets were not working; and (3) wait to clock-in until five minutes before the
19 start of a shift even if Employees arrived and started work early. Moreover, Employees were not
20 paid for the time that they spent verifying data after clocking out and for phone calls received
21 off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for
22 hours worked during alleged meal periods which were interrupted, as also addressed herein.
23 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
24 all hours worked, including as alleged above in connection with rounding timekeeping entries to
25 reflect scheduled times as opposed to actual start and end times.

26 41. Defendants required Employees to clock in and out using Defendants'
27 timekeeping system for the beginning and ending times of their work shifts. This time keeping
28 system permitted Defendants to record clock in and clock out times to the real-time minute.

1 However, rather than paying Plaintiff and Employees for all minutes actually worked,
2 Defendants followed a uniform practice of rounding all time entries to the Aggrieved Employees
3 scheduled times. These unlawfully rounded time entries were inputted into Defendants' payroll
4 system from which wage statements and payroll checks were created. This resulted in Employees
5 being paid only for the hours they were scheduled to work rather than the hours they were
6 actually under Defendants' control. Plaintiff and Employees contend this is not a neutral policy
7 and results, over time, to their detriment by undercompensating them for time worked.
8 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
9 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
10 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
11 wage pay.

12 42. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
13 states:

14 The minimum wage for employees fixed by the commission is the
15 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

16 43. The applicable minimum wages fixed by the commission for work during the
17 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
18 therefore entitled to double the minimum wage during the relevant period.

19 44. The minimum wage provisions of California Labor Code are enforceable by private
20 civil action pursuant to California Labor Code § 1194(a) which states:

21 Notwithstanding any agreement to work for a lesser wage, any
22 employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to
24 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

25 45. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
26 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

27 46. California Labor Code § 1194.2 also provides for the following remedies:

28 In any action under Section 1194 . . . to recover wages because of
the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover

liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

47. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

48. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

50. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked. Defendants required time sheets to be rounded to reflect scheduled start and end times as opposed to the time Employees clocked in and out. Employees were also not compensated for off the clock work "pre-shift" and "post-shift" including waiting in line to clock in and clock out, undergoing a five-minute log-in process to access the time-keeping website, and being prohibited from clocking in when starting work more than five minutes before the scheduled time. Moreover, Employees were not paid for the time spent reviewing data after clocking out and on work-related phone calls received off-the-clock.

1 Employees regularly worked over 8 hours on a given day without receiving overtime
2 compensation.

3 51. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
4 Employees the correct overtime rate for the recorded overtime hours that they generated. In
5 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
6 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
7 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
8 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
9 rate of pay for purposes of calculating the overtime wage rate.

10 52. Therefore, during times when Plaintiffs and Employees worked overtime and
11 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
12 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

13 53. Defendants' failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid
15 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
16 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
17 and overtime compensation earned by Employees. Each such failure to make a timely payment of
18 compensation to Employees constitutes a separate violation of California Labor Code § 204.

19 54. Employees have been damaged by these violations of California Labor Code §§
20 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

21 55. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
22 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
23 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
24 reasonable attorneys' fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 57. Employees regularly worked shifts greater than five (5) hours and greater than ten
3 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
4 more than five (5) hours without providing him or her with a meal period of not less than thirty
5 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
6 meal period of not less than thirty (30) minutes.

7 58. Defendants failed to provide Employees with meal periods as required under the
8 Labor Code. Employees were consistently interrupted on their meal periods. Employees were also
9 required to take meal periods after working well beyond the five (5) hour shifts due to a policy
10 requiring Employees to wait for another employee to relieve them. Furthermore, Employees were
11 regularly required to work for more than 10 hours in a given shift without receiving a second
12 uninterrupted thirty (30) minute meal period as required by law.

13 59. Moreover, Defendants failed to compensate Employees for each meal period not
14 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
15 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
16 employee a meal period in accordance with this section, the employer shall pay the employee one
17 hour of pay at the employee's regular rate of compensation for each workday that the meal period
18 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
19 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
20 and 20 of the applicable IWC Wage Order. Additionally, Defendants changed Employees' time
21 records to avoid paying meal period premiums. Additionally, as detailed above, when Defendants
22 did pay meal period premiums, they did so at the normal regular rate of pay without factoring in
23 all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

24 60. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
25 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
26 period not provided or deficiently provided, a sum to be proven at trial.

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FOURTH CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

62. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

63. Defendants failed to provide Employees with timely and uninterrupted rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. In addition, Plaintiff's work duties included driving a company vehicle which interfered with taking duty-free rest breaks.

64. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate the Employees in the Class for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

65. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

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FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

67. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

68. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

69. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246
(Against All Defendants)

70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

71. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

72. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower

1 rate, in violation of the law.

2 73. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
3 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
6 **IN VIOLATION OF LABOR CODE § 2802**
7 **(Against All Defendants)**

8 74. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 75. Under Labor Code § 2802(a) an employer must indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
12 of his or her duties, or of his or her obedience to the directions of the employer.

13 76. Employees incurred necessary expenditures in the performance of their job duties
14 for Defendants, namely the cost of internet and electricity usage when working from home,
15 parking expenses, and personal cell-phone usage when taking work-related calls off the clock,
16 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
17 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
18 reimburse Employees for these necessarily incurred business expenses.

19 77. As a result of the unlawful acts of Defendants, Employees have been deprived of
20 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
21 plus interest and penalties thereon, attorneys' fees, and costs.

22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 226(a)**
24 **(Against All Defendants)**

25 78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 79. California Labor Code § 226(a) requires an employer to furnish each of his or her
28 employees with an accurate, itemized statement in writing showing the gross and net earnings,

1 total hours worked, and the corresponding number of hours worked at each hourly rate; these
2 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
3 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
4 statements may be given to the employee separately from the payment of wages; in either case the
5 employer must give the employee these statements twice a month or each time wages are paid.

6 80. Defendants failed to provide Employees with accurate itemized wage statements in
7 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
8 Defendants, failed to include the above requirements enumerated above. Employees' wage
9 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and
10 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
12 The wage statements provided to Employees were confusing and required Employees to engage in
13 discovery and refer to outside sources to verify whether their pay was correct and potentially
14 resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in
15 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
16 regular rate calculations that included nondiscretionary commissions, incentive pay, and/or
17 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
18 Moreover, the wage statements given to Employees by Defendants failed to accurately account for
19 wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
20 Defendants knew or reasonably should have known were owed to Employees, as alleged
21 hereinabove. The wage statements provided to Employees were confusing and required
22 Employees to engage in discovery and refer to outside sources to verify whether their pay was
23 correct and potentially resulting in a miscalculation by the Employees.

24 81. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
25 Employees suffered injuries, including among other things confusion over whether they received
26 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
27 forcing them to make mathematical computations to analyze whether the wages paid in fact
28 compensated them correctly for all hours worked.

82. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

83. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

84. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

NINTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174

AND 1174.5

(Against All Defendants)

85. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

86. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

87. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

88. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

90. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

91. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

92. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

93. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

95. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

96. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive

1 relief, restitution, and other appropriate equitable relief.

2 97. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
3 business practices.

4 98. Wage-and-hour laws express fundamental public policies. Paying employees their
5 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
6 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
7 to enforce minimum labor standards, to ensure that employees are not required or permitted to
8 work under substandard and unlawful conditions, and to protect law-abiding employers and their
9 employees from competitors who lower costs to themselves by failing to comply with minimum
10 labor standards.

11 99. Defendants have violated statutes and public policies. Through the conduct alleged
12 in this Complaint Defendants have acted contrary to these public policies, have violated specific
13 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
14 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
15 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
16 guaranteed to all employees under the law.

17 100. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 et seq.

19 101. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide timely and uninterrupted meal and rest periods, etc., either knew or in
21 the exercise of reasonable care should have known that their conduct was unlawful; therefore their
22 conduct violates the Business & Professions Code § 17200 et seq.

23 102. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 103. Unless restrained by this Court Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
27 make such orders or judgments, including the appointment of a receiver, as may be necessary to
28 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice

1 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
2 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
3 failed to pay.

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
9 the filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and
11 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 5. For compensatory damages in the amount of the hourly wage made by Employees
16 for each day requisite rest breaks were not provided or were deficiently provided where no
17 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
18 be proven;
- 19 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 20 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 21 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
22 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 23 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 24 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 25 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 26 12. For restitution for unfair competition pursuant to Business & Professions Code
27 § 17200 et seq., including disgorgement or profits, as may be proven;
- 28 13. For compensatory damages in the amount of all previously unreimbursed business

1 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
2 from four (4) years prior to the original filing of this action, as may be proven;

3 14. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 15. For all general, special, and incidental damages as may be proven;

7 16. For an award of pre-judgment and post-judgment interest;

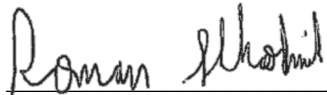
8 17. For an award providing for the payment of the costs of this suit;

9 18. For an award of attorneys' fees; and

10 19. For such other and further relief as this Court may deem proper and just.

11
12 DATED: September 21, 2023

D. LAW, INC.

13
14 By 
15 Emil Davtyan
16 David Yeremian
17 Roman Shkodnik
18 Attorneys for Plaintiff
19 JULIAN RAMOS
20 and the putative class
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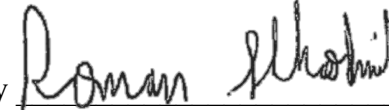
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: September 21, 2023

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
JULIAN RAMOS
and the putative class

EXHIBIT 3

Ramos v. Cruise LLC

Litigation Costs

Service Date	Details	Provider	Amount
9/11/23	PAGA Letter Postage	USPS	\$ 56.04
9/21/23	LWDA Letter	LWDA	\$ 75.00
9/25/23	Summons and Complaint	Rapid Legal	\$ 1,491.44
9/28/23	Process of Service - Summons & Complaint - Actalent Services, LLC	Rapid Legal	\$ 77.25
9/28/23	Process of Service - Summons & Complaint - Actalent, Inc.	Rapid Legal	\$ 77.25
9/28/23	Process of Service - Summons & Complaint - Cruise LLC	Rapid Legal	\$ 77.25
10/17/23	Proof of Service of All Entities	Rapid Legal	\$ 13.39
11/2/23	Application for Approval of Complex Designation	Rapid Legal	\$ 75.19
11/30/23	First Amended Complaint	Rapid Legal	\$ 13.39
1/23/24	Case Access	FILE & SERVEXPRESS	\$ 11.62
3/13/24	Joint Case Management Statement (Rejected)	Rapid Legal	\$ 11.33
3/13/24	Joint Case Management Statement	Rapid Legal	\$ 87.55
3/20/24	Courtcall Appearance	CourtCall	\$ 72.00
4/1/24	Case Access	File & ServeXpress,	\$ 10.35
4/15/24	Case Access	File & ServeXpress,	\$ 10.35
7/24/24	Joint Case Management Statement	Rapid Legal	\$ 15.24
8/29/24	Notice of Disassociation of RP (Rejected)	Rapid Legal	\$ 15.24
9/13/24	Mediation	JAMS, Inc.	\$ 10,500.00
10/2/24	Stip and Proposed Order to Continue Mediation Completion Date	Rapid Legal	\$ 35.84
10/4/24	Joint Case Management Statement	Rapid Legal	\$ 15.24
12/4/24	Notice of Change of Address	Rapid Legal	\$ 15.24
12/5/24	Expert Mediation Analysis	Berger Consulting Group	\$ 3,315.00
12/5/24	Additional Mediation Fee	JAMS, Inc.	\$ 3,130.00
12/16/24	Notice of Unavailability	Rapid Legal	\$ 15.24
1/28/25	Case Management Statement	Rapid Legal	\$ 15.24
3/17/25	Case Management Statement	Rapid Legal	\$ 15.24
3/24/25	Notice of Association	Rapid Legal	\$ 15.24
5/1/25	Notice of Association	Rapid Legal	\$ 15.24
5/1/25	Stipulation & Proposed Order	Rapid Legal	\$ 35.84
5/29/25	Notice of Hearing	Rapid Legal	\$ 15.32
6/13/25	Stipulation & Proposed Order; POS	Rapid Legal	\$ 36.02
7/15/25	Stipulation & Proposed Order; POS	Rapid Legal	\$ 36.02
8/29/25	Motion for Approval of PAGA Settlement; Courtesy Copy Delivery	Rapid Legal	\$ 152.12
FUTURE	Joint Report; Courtesy Copy Delivery	Rapid Legal	\$ 73.49
FUTURE	Notice of Entry of Order; Courtesy Copy Delivery	Rapid Legal	\$ 73.49
FUTURE	Dec of Admin Re Final Distribution; Courtesy Copy Delivery	Rapid Legal	\$ 73.49

Total \$ 19,773.19

EXHIBIT 4