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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARISSA BROWN, an individual on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

JAZZ PHARMACEUTICALS, INC., a
Delaware corporation; and DOES 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 23CV422390

Assigned for all purposes to:
Hon. Theodore C. Zayner

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

Hearing Information:
Date: November 19, 2025
Time: 1:30 p.m.
Dept.: 19

Action filed: September 13, 2023
FAC filed: November 17, 2023
Trial date: None Set.

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I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc. and counsel for Plaintiff Marissa Brown (Plaintiff”), on behalf of herself and all other similarly situated employees of Defendant Jazz Pharmaceuticals, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to herein as the “Parties”). All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval of the Parties’ Joint Stipulation of Class and PAGA Representative Action Settlement (“Motion”). A true and correct copy of the Parties’ Joint Stipulation of Class and PAGA Representative Action Settlement (“Settlement Agreement” or “Settlement”) is attached hereto as **Exhibit 1**.

Procedural History

3. Plaintiff worked as a non-exempt hourly employee for Defendant and seeks to represent approximately 45 current and former California non-exempt employees of Defendant during the Settlement Class Period (“Settlement Class Members” or “Class Members”). Defendant, ¶ 1.34). Defendant operates as a specialty biopharmaceutical company, which focuses on the identification, development and commercialization of pharmaceutical products. Defendant has offices and job opportunities worldwide, including in Santa Clara County with its headquarters located in Palo Alto, California.

4. On September 13, 2023, Plaintiff Marissa Brown commenced a Class Action by Complaint alleging causes of action against Defendant for failing to pay minimum wage, to pay overtime wage, failing to provide meal periods, failing to provide rest breaks, to pay vacation wages, failing to provide sick leave, failing to indemnify reasonable and necessary business expenses, failing to provide accurate wage statements, failing to provide accurate recordkeeping, failing to pay waiting time penalties, and violation of California Labor Code & Professions Code sections 17200, et seq. (the “Action”).

Kevin T. Barnes, Esq., an experienced litigator and mediator in the field of wage and hour class actions. Counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks of continued litigation and the risks to all parties of proceeding with a class certification motion, as well as the merits of the primary claims in this case. Following mediation, the Parties accepted a mediator's proposal outlining general settlement terms and further executed a memorandum of understanding. The Parties continued to work together on a long-form Settlement Agreement following mediation, which resulted in the Settlement Agreement now before the Court for approval.

10. From Class Counsel's review of the facts, strengths, and weaknesses of the case and the risks and delays posed by further litigation, Class Counsel believes that the recovery for each Class Member is fair and reasonable. Further, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

Summary of the Settlement

11. Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay \$90,000 ("Gross Settlement Amount") on a non-reversionary basis. (Exhibit 1, Settlement Agreement, ¶¶ 3.2.1.) In addition to and separate from the Gross Settlement Amount, Defendant will pay the employers' portion of any payroll taxes on the wage allocation portion of the individual settlement payments to Class Members. The Settlement Agreement defines the Settlement Class or Class Members as "all current and former California non-exempt employees of Defendant during the Class Settlement Period," which is defined as "the time period from September 13, 2019, through November 3, 2024, subject to the escalator/truncator clause and subject to section 3.3.2" of the Settlement Agreement." (Exhibit 1, Settlement Agreement, ¶¶ 1.34, 1.4.) The Settlement Agreement also defines "PAGA Member" as "Settlement Class Members who worked at least one pay period during the PAGA Settlement Period," which is defined as, "the period from September 13, 2022, through the end of the Class Settlement Period." Each member of the PAGA Group is a "PAGA Member." (Exhibit 1, Settlement Agreement, ¶ 1.22, 1.24.) The "Net Settlement Amount" available for distribution to Class

Members is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Award. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Exhibit 1, Settlement Agreement, ¶ 1.20.). These amounts are detailed as follows:

- Attorneys' Fees and Cost Award: Up to one-third of the Gross Settlement Amount, or **\$30,000**, to Class Counsel as attorneys' fees for the litigation and resolution of this Action and up to **\$20,000** for actual costs incurred in this Action. (Exhibit 1, Settlement Agreement, ¶ 3.3.2.);
- Class Representative Enhancement Award to Named Plaintiff: Up to **\$3,000** to Plaintiff as an award for her service as a class representative and in exchange for a General Release of all Claims against Defendant and the Released Parties (Exhibit 1, Settlement Agreement, ¶ 3.3.1.);
- Settlement Administration Costs: A not-to-exceed amount of **\$4,490.00** to the Settlement Administrator for its costs of administration of the Settlement (Exhibit 1, Settlement Agreement, ¶ 3.3.3);
- PAGA Payment: **\$5,000** for settlement of claims for civil penalties under PAGA, with 25% (\$1,250) allocated to the PAGA Members ("Individual PAGA Payments") and 75% (\$3,750) allocated to the LWDA ("LWDA PAGA Payment") (Exhibit 1, Settlement Agreement, ¶ 3.3.5).

12. If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount ("NSA") is estimated to be **\$27,510**. Thirty-three percent (33%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (Exhibit 1, Settlement Agreement, ¶ 3.4.1). Each Participating Class Member's "Individual Settlement Payment" shall be calculated by the Settlement Administrator using the following formula: "Estimated Individual Settlement Payment =

1 Individual Eligible Workweeks ÷ All Settlement Class Member Eligible Workweeks × Net
2 Settlement Amount.” (Exhibit 1, Settlement Agreement, ¶ 3.3.4.). The “Individual Class
3 Payment” means the settlement amount due each Participating Class Member from the Net
4 Settlement Amount. (Exhibit 1, Settlement Agreement, ¶ 1.17). Defendant promises to pay no
5 more than \$90,000 as the Gross Settlement Amount and to pay the employer’s portion of payroll
6 taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment
7 allocated as unpaid wages. (Exhibit 1, Settlement Agreement, ¶ 3.2.1.). For the approximately 45
8 Class Members (if no exclusions), the average Gross Individual Settlement Payment, using a
9 straight average, is \$611.33. The estimated average amount each Class Member will receive per
10 workweek based on the Net Settlement Amount and 5,650 workweeks is \$4.87. If the Court (or
11 any appellate court) awards less than the amount requested for attorneys’ fees and/or costs, or
12 less than the amount requested for the Enhancement Award for the Class Representative, only
13 the awarded amounts shall be paid and shall constitute satisfaction of the obligations of
14 Defendant under the Settlement. (Kim Decl., Exhibit 1, Settlement Agreement, ¶¶ 4.8.2.)

15 13. No later than twenty-one (21) calendar days after the Preliminary Approval Date,
16 Defendant shall provide the Class Data to the Settlement Administrator. (Exhibit 1, Settlement
17 Agreement, ¶¶ 4.2.1.) Within twenty-one (21) calendar days of the receipt of the Class Data, the
18 Settlement Administrator will send via United States first class mail the Notice of Settlement to
19 all 45 Settlement Class Members. (Kim Decl., 13, Exhibit 1, Settlement Agreement, ¶ 4.2.2.) If
20 any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the
21 Settlement Administrator shall run a skip-trace using that Settlement Class Member’s social
22 security number in an effort to attempt to ascertain the current address of the Settlement Class
23 Member. (*Id.*) The Class Notice includes a summary of the case and settlement terms and
24 provides Class Members with detailed instructions on how to exclude themselves, object to the
25 settlement, and dispute the number of workweeks and/or pay periods attributed to each Class
26 Member per Defendant’s records. (Exhibit 1, Exhibit 1, Class Notice). If such an address(es) is
27 ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten (10)
28 calendar days. (Kim Decl., ¶ 13, Exhibit 1, Settlement Agreement, ¶ 4.2.2.) If alternative

addresses are obtained for a Settlement Class Member, the Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative addresses. (*Id.*) Settlement Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator (“Opt-Out Request”). The Opt-Out Request must be postmarked on or before the Response Deadline, which is defined as “sixty (60) days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members,” and must include the case name and number, the Settlement Class Member’s name, address, and last four of their social security number, must be signed by the Settlement Class Member, and must reasonably communicate the Settlement Class Member’s election to be excluded from the class Settlement. (Exhibit 1, Settlement Agreement, ¶ 4.3.1, 1.31.) The Parties have jointly selected Apex Class Action, LLC (“Apex”) to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. (Exhibit 1, Settlement Agreement, ¶¶ 7.1). Apex has experience administering class action and PAGA settlements, has procedures in place to protect the security of class data, adequate insurance in the event of a data breach or defalcation of funds, and is qualified to administer the Settlement. (*See* Declaration of Sean Hartranft, CEO of Apex Class Action, LLC, which also includes a breakdown of the anticipated costs of class notice.) In addition, Apex will have a website for Class Members to review and reference for details regarding the Final Approval Hearing and any Final Approval Order and Judgement. If the Court grants final approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted on this website for Class Members to review. The website will be provided to Class Members in the Class Notice that is mailed to them.

Certification for Settlement Purposes Only is Appropriate

14. Plaintiff alleges that the proposed Class satisfies the criteria for certification of a settlement class under California law, as embodied in California Code of Civil Procedure § 382.

1 Defendant has agreed to the conditional certification of the class for settlement purposes only.
2 Defendant does not concede that certification is appropriate outside of this Settlement and
3 preserves all rights to oppose certification if, for any reason, the Settlement does not become
4 effective. In general, courts may take a proposed settlement into account in evaluating the
5 propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807
6 fn. 19. Indeed, a “lesser standard” of scrutiny applies in certifying classes for settlement
7 purposes. *Id.* Therefore, the Court should take into consideration the fact that the Parties have
8 settled their claims and stipulated to certification for settlement purposes when assessing whether
9 the Settlement is fair and reasonable.

10 15. Numerosity and Ascertainability. The putative Class is so numerous that joinder
11 of all members is impractical. Class Members are all current and former California non-exempt
12 employees of Defendant during the Class Settlement Period, which is the time period from
13 September 13, 2019, through November 3, 2024. Defendant has identified 45 Class Members
14 based on a review of its payroll and personnel records. Thus, the requirements of numerosity and
15 ascertainability are met here.

16 16. Well-Defined Community of Interest. Plaintiff contends, and Defendant does not
17 dispute for settlement purposes only, that common issues of fact and law predominate as to each
18 of the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter*
19 *alia*, a determination about Defendant’s alleged failure to pay minimum wage, failure to pay
20 overtime wage, failure to provide meal periods, failure to provide rest break violations, failure to
21 pay vacation wages, failure to provide sick leave, failure to indemnify reasonable and necessary
22 business expenses, and largely derivative claims under the UCL and PAGA. Plaintiff contends
23 Defendant’s practices affected Class Members in the same way and presents questions that are
24 suitable for common adjudication because all Class Members were subject to the same
25 employment policies and practices. The outcome of litigation in this matter depends upon
26 questions that are common to Class Members.

27 17. Typicality. The class representative’s claims are typical when they arise from the
28 same event, practice, or course of conduct that gives rise to the claims of other putative Class

Members and if their claims rest on the same legal theories. Here, Plaintiff alleges that her claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiff and Class Members were employed by Defendant during the Class Period and were subject to the allegedly unlawful meal and rest policies and pay practices at issue in this litigation. Thus, the typicality requirement is satisfied.

18. Adequacy. Plaintiff's interests are aligned with those of the Class Members, as she has suffered the same injuries as the Class Members and has no conflicts of interest. Plaintiff has not shrunk from this responsibility. Indeed, Plaintiff has devoted a substantial amount of time and energy to litigating this action and effectuating a settlement. Furthermore, as set forth below, Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously represented the interests of the Class in litigating this case and have no conflicts of interest with the Class. Accordingly, the adequacy requirement is satisfied.

19. Predominance and Superiority. Plaintiff contends that individualized issues do not predominate over the issues of law and fact that are common to the Class as a whole. As explained, *supra*, Plaintiff alleges there are common issues of law and fact given that Plaintiff and all Class Members were subjected to the same policies and pay practices during the relevant time period. Plaintiff and Class Members seek meal and rest premiums, unpaid wages and overtime, and penalties for work performed as non-exempt employees for Defendant. Plaintiff alleges that these issues are suitable for common adjudication because all Class Members were allegedly subject to the same employment policies, and Plaintiff contends the practices applied uniformly to all Class Members.

20. Plaintiff contends that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the alleged injury resulting from Defendant's policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in over 45 individual actions against

1 Defendant. Here, the alternative methods of resolution are individual suits for relatively small
2 amounts. Hence, an individual suit would prove uneconomical for potential Plaintiff because
3 litigation costs would dwarf a potential recovery.

4 **The Settlement is Fair, Adequate, and Reasonable**

5 21. In deciding whether to approve a proposed class action settlement, the Court must
6 find that a proposed settlement is “fair, adequate, and reasonable” and falls within the “range of
7 approval.” *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such
8 as “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
9 litigation, the risk of maintaining class action status through trial, the amount offered in
10 settlement, the extent of discovery completed and the stage of the proceedings, the experience
11 and views of counsel, the presence of a governmental participant, and the reaction of the Class
12 Members to the proposed settlement.” *Id.* The Settlement satisfies all of these requirements.

13 **A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.**

14 22. The proposed settlement was reached as a result of arm’s length negotiations after
15 the completion of pertinent discovery and the exchange of necessary Class Information. The
16 negotiations have been, at all times, adversarial and non-collusive in nature. *See*, 4 Newberg on
17 Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, “a court will
18 presume that a proposed class action settlement is fair when certain factors are present,
19 particularly evidence that the settlement is the product of arms-length negotiation, untainted by
20 collusion.”). Although Plaintiff steadfastly maintains that her claims are meritorious, Plaintiff
21 acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As
22 described below, Defendant presented multiple defenses to Plaintiff’s claims, both on the merits
23 and with respect to class certification. Thus, while Plaintiff was prepared to litigate these claims
24 through class certification, and ultimately trial, success was far from certain. Assistance from a
25 well-respected mediator ensured that negotiations were non-collusive and well-informed.

26 **B. Extent of Discovery and Stage of Proceedings.**

27 23. As stated above, the Parties engaged in substantial informal discovery before the
28 Settlement was reached to allow them to fully evaluate the class claims and Defendant’s

1 defenses. This litigation has reached the stage where the Parties have a clear view of their
2 respective strengths and weaknesses.

3 **C. Strength of Plaintiff's Case and the Risk, Expense, Complexity, and Likely Duration**
4 **of Any Litigation.**

5 24. Plaintiff's claims are based on Defendant's alleged failure to pay minimum wage,
6 failure to pay overtime wage, failure to provide meal periods, failure to provide rest break
7 violations, failure to pay vacation wages, failure to provide sick leave, failure to indemnify
8 reasonable and necessary business expenses and largely derivative claims under the UCL and
9 PAGA.

10 25. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least
11 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
12 eight hours in a day and 40 hours in a week. Specifically, Plaintiff alleges that Class Members
13 were not paid for all hours worked due to Defendant's unlawful rounding of time entries and off-
14 the-clock work performed by Class Members.

15 26. Defendant contends that it did not require off the clock work, paid for all reported
16 hours worked, that any alleged off the clock work was performed without Defendant's
17 knowledge, and that they paid wages at the proper rates. Defendant also argues that given their
18 written policies and practices, any unrecorded hours are likely subject to individualized inquiry
19 and unlikely to be certified. Given the difficulty in certifying this claim, Class Counsel applied a
20 significant discount to damages based on this theory.

21 27. Plaintiff also alleges that Defendant failed to provide Plaintiff and Class Members
22 with lawful first and second meal periods. For example, Plaintiff alleges that her and Class
23 Members' meal periods were continually interrupted by work demands.

24 28. Defendant contends that Class Members were given a reasonable opportunity to
25 take their meal periods, and when compliant meal periods were not provided, Defendant
26 provided premium pay to Class Members as reflected in their time and pay records, and also
27 contends any missed meals were subject to valid meal waivers. Defendant further contends that
28 the meal break claim requires individualized inquiries which would preclude class certification.

1 If Defendant's contentions are proven true and prevail in trial, the likely outcome would be no
2 recovery for the Class Members on the meal break claim.

3 29. Plaintiff also contends that Defendant did not provide Class Members with paid
4 10-minute rest breaks for every four hours or major fraction thereof. Plaintiff contends that job
5 requirements and duties required of Class Members consistently manifested in a failure to
6 authorize and permit Class Members to take all their required rest breaks.

7 30. Defendant maintains that they did provide a reasonable opportunity for Class
8 Members to take duty-free rest breaks during their shifts. Considering that unlike meal periods,
9 rest breaks need not be recorded, these violations would likely be difficult to prove at trial and
10 potentially depress the damages ultimately awarded. Therefore, Class Counsel applied significant
11 and appropriate discounts to the rest break claim.

12 31. Additionally, Plaintiff alleges that Defendant required Plaintiff and Class
13 Members to incur certain expenses for their jobs with Defendant, including the use of their
14 personal cellular phones and internet use for work purposes without reimbursement. Defendant
15 maintained that Class Members were not required to incur such expenses, that such expenses
16 were not reimbursable under the law, and that individualized issues relating to this claim would
17 preclude class certification.

18 32. As for the wage statement and waiting time penalties claims, Plaintiff alleges that
19 Defendant consistently failed to provide Class Members with accurate and itemized wage
20 statements and all wages due to Class Members upon termination of their employment with
21 Defendant. Defendant contends that these claims are merely derivative of the underlying claims
22 and that Plaintiff and Class Members would be unable to first establish liability for the
23 underlying claims for the reasons described above. Defendant further contends that even if they
24 could first establish liability for the underlying claims, Plaintiff and Class Members would be
25 unable to establish that Defendant's conduct was willful and knowing as required by the relevant
26 statutes since Defendant acted in good faith to provide accurate wage statements and pay all
27 wages due to Plaintiff and Class Members. Thus, Defendant contend that the wage statement and
28 waiting time penalties claims to have little to no value.

1 33. Plaintiff also alleges that Defendant did not providing all required paid sick and
2 vacation pay to Plaintiff and Class Members, which Defendant denies. Plaintiff alleges that
3 Defendant paid shift differentials, nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses to Plaintiff and Class Members but Defendant failed to include these
5 forms of remuneration in the regular rate of pay upon which sick and vacation pay was
6 calculated and paid. Accordingly, Plaintiff alleges that Defendant paid sick leave and vacation
7 pay to Plaintiff and Class Members at a lower rate in violation of the law. Defendant contends
8 that they provided paid sick leave and vacation pay at the proper regular rates when applicable.
9 Defendant further contends that bonuses were discretionary in nature and not required to be
10 included in the regular rate at all.

11 34. Further, Defendant contends that the PAGA claim is also derivative of the
12 underlying claims in the Action and ultimately fails because the underlying claims have no merit.
13 Defendant also contend that even if Plaintiff and PAGA Members could establish Labor Code
14 violations, the Court has the discretion to award less than the maximum civil penalty amount and
15 would award substantially less civil penalties here because Defendant acted in good faith to
16 comply with the relevant wage and hour laws and any violations were minor and technical in
17 nature.

18 35. Defendant generally denies all claims alleged in the Action and further denies
19 class and/or representative treatment is appropriate for any purpose other than this Settlement
20 and that it complied with all applicable laws. However, Defendant has concluded that further
21 litigation would be protracted and expensive and that it is desirable that the Action be fully and
22 finally settled in the manner and upon the terms and conditions herein.

23 36. As stated above, while Plaintiff and Class Counsel contend the claims asserted in
24 the Action have merit, they also acknowledge the expense, delay, and risks of continued
25 litigation. Although the Parties engaged in meaningful formal and informal discovery in advance
26 of mediation, the Parties still had significant discovery to complete had the matter not settled.
27 This would have required the expenditure of substantial time and resources by both Parties that
28 could have spanned several years. Even if Plaintiff were to certify the classes, the Parties would

1 incur considerably more attorney fees and costs through a possible decertification motion, trial,
2 and possible appeal. This Settlement avoids those risks and the accompanying expense.

3 **D. The Risk of Maintaining Class Action Status Through Trial.**

4 37. Plaintiff had not yet filed her motion for class certification, and as such, the extent
5 to which Plaintiff proposed classes were certifiable is somewhat speculative. Absent a
6 settlement, there was a risk that there would not be a certified class at the time of trial, or if there
7 were, it could consist of a significantly smaller group of employees than the proposed Settlement
8 Class, resulting in less overall recovery.

9 38. Finally, in class actions, decertification is always a possibility, and there is always
10 a risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank*
11 *Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class
12 actions and demonstrate that decertification is a real risk that Class Counsel must consider. A
13 class trial would have also required expert witnesses, the accrual of extensive litigation costs, and
14 the commitment of extensive further time and financial resources. Finally, given the complexity
15 and unsettled nature of the issues, it is somewhat likely that any outcome at trial would have
16 resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class
17 Members who have already waited years for resolution in this matter. Risk and legal uncertainty
18 must be dealt with in any litigation, and this Settlement was the product of compromise
19 accounting for those risks and that uncertainty.

20 **E. The Presence of a Governmental Participant.**

21 39. Class Counsel will be submitting the Settlement Agreement and this Motion to the
22 LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(1)(2).

23 **F. The Amount Offered in Settlement is Fair Given the Potential Value of the Claims.**

24 40. Because the class consists of numerous employees, it was unlikely that the
25 potential monetary claims of individual Class Members would have proved viable without the
26 class-action mechanism. The Settlement Agreement should be approved in light of two
27 California appellate decisions: *Clark v. American Residential Services LLC* (2009) 175
28 Cal.App.4th 785 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

1 41. The strength of the Plaintiff's case in light of the settlement amount is deemed by
2 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
3 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay
4 minimum wage, failed to pay overtime wage, failed to provide meal periods, failed to provide
5 rest break violations, failed to pay vacation wages, failed to provide sick leave, failed to
6 indemnify reasonable and necessary business expenses, failed to provide accurate wage
7 statements, failed to provide accurate recordkeeping, failed to pay waiting time penalties, all in
8 violation of California law. Plaintiff seeks related violations of California's Business &
9 Professions Code, penalties pursuant to Labor Code § 2699 *et seq.* Summary calculations for
10 estimated liability for each of these claims follow.

11 Failure to Pay Minimum and Overtime Wages:

12 42. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least
13 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
14 eight hours in a day and 40 hours in a week. Specifically, Plaintiff alleges that Defendant
15 intentionally engaged in time-shaving Plaintiff's and Class Members' time worked when
16 processing payroll.

17 43. Class Counsel's expert estimated Defendant's exposure on the unpaid wages due to
18 overtime to be approximately \$17,601. However, given Defendant's defenses and the potential
19 hurdles facing certification of off-the-clock claims, Class Counsel applied a 25% discount
20 making for an adjusted realistic exposure of **\$13,200.75** for Defendant.

21 Meal Periods and Rest Breaks:

22 44. Plaintiff argued that Defendant had a common practice and policy of denying
23 compliant meal periods.

24 45. For each meal period missed, of less than 30 minutes, or taken late for which the
25 employee was not provided a reasonable opportunity to take a complete and timely meal period,
26 an employer must pay the employee an additional one hour of compensation. Labor Code §
27 226.7. This additional hour of compensation is referred to as "premium pay." To comply with
28 these laws, every employer must keep, for each employee, accurate time records showing when

1 the employee begins and ends each work period and takes his or her meal periods. See Wage
2 Order 4-2001(7)(A)(3). Plaintiff alleges that Defendant failed to pay the legally required
3 premium at their regular rate of pay whenever meal periods were missed, interrupted, or late.

4 46. Class Counsel's expert estimated Defendant's maximum exposure on the meal period
5 claim at approximately \$1,052,281 (meal period premiums due with an offset for meal period
6 premiums paid). However, given Defendant's defenses and the potential hurdles facing
7 certification of the meal break claim, Class Counsel applied a 90% discount making for an
8 adjusted realistic exposure of **\$105,228.10** for Defendant.

9 47. Rest Breaks: Plaintiff contends that Defendant did not provide Class Members with
10 timely paid 10-minute rest breaks for every four hours or major fraction thereof.

11 48. Class Counsel's expert estimated Defendant's maximum liability exposure on the rest
12 break period claim at approximately \$716,818.50 assuming a 50% violation rate. However, given
13 Defendant's contentions and the difficulties facing certification of rest break claims, Class
14 Counsel applied a 90% discount making for an adjusted realistic exposure of **\$71,681.85** for
15 Defendant. Owing to the arguments above and the fact that the recording of rest periods is not
16 required, this claim was substantially discounted.

17 Inaccurate Wage Statement Violations:

18 49. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover \$50 for
19 initial violations for inaccurate wage statements and \$100 for subsequent violations, up to a
20 maximum of \$4,000 per employee. Plaintiff alleges that Defendant made it difficult to account
21 with precision for the unlawfully withheld wages and meal and rest period compensation owed
22 during the liability period, because they did not implement and preserve a record-keeping
23 method as required.

24 50. Class Counsel's Expert estimated Defendant's maximum total exposure on the section
25 226 claim at approximately \$115,650 (assuming \$50/\$100 for initial and subsequent violations
26 and 37 employees during the relevant period and a maximum of \$4,000 per employee). After
27 considering Defendant's contentions and the potential class certification issues, Class Counsel
28 discounted this amount by 80% to get an adjusted realistic exposure of **\$23,130**.

Failure to Pay Sick/Vacation Pay:

51. Plaintiff alleges that Defendant failed to pay out terminated non-exempt employees vacation/PTO accrual. Class Counsel estimated Defendant's maximum total exposure to be \$53,184.00 calculated as follows: 80-hour maximum vacation/PTO maximum accrual x average rate of pay (\$44.32) x # of former employees (15) = \$53,184. After considering Defendant's contentions and the potential class certification issues, Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of **\$10,636.80**.

Failure to Pay Final Wages at Termination or Separation:

52. In allegedly failing to pay Class Members their minimum wages, overtime wages, and premium pay for deficiently provided meal periods and rest breaks, all discussed above, Plaintiff alleges that Defendant willfully failed to pay Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code § 203.

53. Section 203 further provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages will continue as a penalty until paid for a period of up to 30 days from the date they were due. Because Class Members stopped working for Defendant but were allegedly not paid their full compensation for the reasons discussed above, Class Members did not receive all wages due upon termination of employment.

54. Class Counsel's expert estimated Defendant's maximum total exposure on the section 203 claim at approximately \$159,934. Given the foregoing arguments, Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of **\$31,986.80**.

Failure to Reimburse for Necessary Business Expenditures:

55. Under Labor Code § 22802(a) Defendant must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties. As discussed above, Plaintiff alleges that Plaintiff and Class Members incurred necessary expenditures in the performance of their job duties for Defendant, including \$25 per month for use of personal cell phones and internet for work related purposes, but were not reimbursed for

1 those expenses by Defendant. Defendant contends that they had an expense reimbursement
2 policy and did reimburse Plaintiff and Class Members for any business expenses incurred
3 pursuant to their policy.

4 56. Plaintiff's expert estimated Defendant's total exposure on the unreimbursed business
5 expenses claim at approximately \$44,028. However, given Defendant's reimbursement policy
6 and the potential for the need for individualized inquiries making class certification of this claim
7 difficult, Class Counsel applied an 80% discount to get an adjusted realistic exposure of
8 **\$8,805.60.**

9 PAGA Penalties:

10 57. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows
11 Plaintiff to obtain civil penalties on behalf of themselves and other aggrieved employees for
12 Defendant' violation of any provision of the Labor Code enumerated under Labor Code §
13 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable;
14 where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one
15 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
16 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
17 Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be
18 allocated to the Labor and Workforce Development Agency (LWDA), with the remaining
19 twenty-five percent (25%) allocated to the affected employees. The limitations period for all
20 penalties is one year prior to the filing of the complaint.

21 58. The provisions of the Labor Code potentially triggering PAGA penalties in this case
22 include but are not limited to Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226.4, 226.7,
23 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
24 1199, 2699, *et seq.*, and 2802. PAGA penalties are not mandatory and are instead permissive.
25 Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil
26 penalty amount specified by this part if, based on the facts and circumstances of the particular
27 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
28 confiscatory." *See Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing

1 PAGA penalties by 30% under this provision). Defendant contested Plaintiff's claim for PAGA
2 penalties.

3 59. PAGA penalties are also derivative of each and every other claim, and Defendant
4 argued the PAGA claims would be subject to the same defenses as the underlying claims, and as
5 well as additional equitable defenses, including substantial compliance. Finally, under *Amaral v.*
6 *Cintas Corp.* (2008) 163 Cal.App.4th 1157, Defendant asserted that penalties under PAGA
7 could, at best, be awarded only at the rates obtainable for initial violations under the applicable
8 statutes, because Defendant had never been notified of the alleged violations. *Id.* at 1208-1209.

9 60. Class Counsel's estimated Defendant's total exposure on the PAGA claim at
10 approximately \$117,500 (1,175 PAGA Pay Periods x \$100). However, Class Counsel also
11 estimated any PAGA recovery would be substantially reduced and applied discounts in light of
12 the countervailing arguments with regard to the other causes of action and the Court's power to
13 award "a lesser amount than the maximum civil liability." The PAGA allocation agreed upon by
14 the Parties therefore was \$5,000, subject to the Court's final approval. 75% of that amount
15 (\$3,750) will be paid to the LWDA out of the Gross Settlement Amount, and the remaining 25%
16 (\$1,250) will remain in the PAGA Settlement Fund for distribution to the Aggrieved Employees.

17 Unfair Business Practices

18 61. Plaintiff pled this cause of action to augment their other causes of action and aid in
19 their prosecution. Business & Professions Code § 17208 extends the statute of limitations on
20 Plaintiff's wage claims, which qualify as unfair business practices, to four years rather than the
21 three years provided by statute.

22 Summary

23 62. The foregoing discussion establishes the adequacy of the Settlement amount in light of
24 the merits of Plaintiff's case and establishes the fairness of the class-action settlement in the
25 instant case, including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by
26 explaining the legal basis for each of Plaintiff's causes of action, summarizing the evidence that
27 Class Counsel gathered in support of those causes of action, and relating to Defendant's legal and
28 factual arguments that worked to detract from the strength of Plaintiff's case.

63. Class Counsel applied reasonable and justified discounts, considering the facts and legal contexts outlined above. These substantial discounts were necessary in light of Defendant's contentions and denial of liability. This Settlement, like most others, was the product of compromise. As addressed above, Plaintiff estimated that Defendant faced approximately \$269,669.90 in total realistic exposure on Plaintiff's main claims. The Gross Settlement Amount of \$90,000 therefore represents a recovery for the Class Members of approximately 33% of the total realistic exposure Plaintiff estimated Defendant could face on these class-wide claims. Class Counsel submits that this is an optimal result for the Class in light of all of the factors described above.

Class Counsel Fees Payment is Fair and Reasonable

64. Under the Settlement, Class Counsel requests, without opposition from Defendant, an award of \$30,000 for attorneys' fees and up to \$20,000 for reasonable expenses incurred to prosecute the Action. This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place as they will not receive any compensation for their efforts until recovery is obtained for the Class. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Class Members, communicating with Class Members regarding their claims, and assisting in the administration of the Settlement if it is preliminarily approved. The requested fee is reasonable for the services provided to Class Members and for the benefits they are to receive.

The Class Representative Service Payment is Fair and Reasonable

65. Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this action. Plaintiff spent significant time better apprising herself of her rights, deciding whether remedial action should be taken and how it should be taken, searching for attorneys, and communicating with Class Counsel. Plaintiff was consistently communicative with Class Counsel and was responsive to Class Counsel's requests for information for discovery, documentation, and meetings.

1 66. Plaintiff seeks an enhancement in the amount of \$3,000. Plaintiff secured a benefit for
2 the Class worth \$90,000. In the aggregate, the requested enhancement represents only a small
3 percentage of the settlement consideration. The total amount which Plaintiff are requesting to be
4 allocated to a service award is approximately 3.3% of the total settlement amount. In light of the
5 foregoing, Class Counsel believes that the \$3,000 incentive awards to the Class Representative is
6 fair and reasonable.

7 **Proposed Class Notice Provides Adequate Notice**

8 67. The notification procedure set out in the Settlement Agreement provides the greatest
9 likelihood that each and every Class Member will receive the Class Notice, attached to the
10 Settlement as Exhibit 1. Under the Settlement, no later than twenty-one (21) calendar days after
11 the Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement
12 Administrator. Within twenty-one (21) calendar days of the receipt of the Class Data, the
13 Settlement Administrator will send via United States first class mail the Notice of Settlement to
14 all 45 Settlement Class Members. (Exhibit 1, Settlement Agreement, ¶ 4.2.1, 4.2.2.) The Class
15 Notice includes a summary of the case and settlement terms and provides Class Members with
16 detailed instructions on how to exclude themselves, object to the settlement, and dispute the
17 number of workweeks and/or pay periods attributed to each Class Member per Defendant's
18 records. (Exhibit 1, Exhibit 1A, Class Notice). Settlement Class Members who want to opt out
19 must timely submit a signed and dated written request to be excluded from the class portion of
20 the Settlement to the Settlement Administrator ("Opt-Out Request"). The Opt-Out Request must
21 be postmarked on or before the Response Deadline, which is defined as " sixty (60) days after
22 the Settlement Administrator mails the Notice of Settlement to Settlement Class Members," and
23 must include the case name and number, the Settlement Class Member's name, address, and last
24 four of their social security number, must be signed by the Settlement Class Member, and must
25 reasonably communicate the Settlement Class Member's election to be excluded from the class
26 Settlement. (Exhibit 1, Settlement Agreement, ¶ 4.3.1, 1.31.) This is the best and most
27 practicable way to ensure the greatest possible number of Class Members will receive the Notice.

28 68. The settlement agreement does not impose any affirmative duties on Participating

1 Class Members. No claim form is required to participate in the Settlement. Individuals who wish
2 to opt out or object may do so. The Class Notice itself fully apprises Class Members of the
3 nature of the lawsuit, the claims involved, the terms of the settlement, and their options
4 thereunder. (Exhibit 1, Settlement Agreement, Exhibit 1, Class Notice). It provides for a specific
5 procedure to seek exclusion from the Class, disputing payments and Class Information,
6 challenging workweek and pay period data, and lodging objections to the settlement. (*Id.*) In the
7 Class Notice, Class Members will also receive Class Counsel's contact information so they can
8 speak to attorneys conversant with the legal and factual issues involved in this case, as well as
9 the contact information for the Settlement Administrator. The efforts taken to ensure that Class
10 Members receive the Class Notice and are well informed about the settlement are reasonable and
11 provide the best notice practicable under the facts.

12 **Qualifications and Adequacy of Class Counsel**

13 69. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on
14 behalf of employees and others who have had their rights violated. D.Law, either on its own or
15 with co-counsel, is currently serving as Plaintiff's counsel of record in numerous wage and hour
16 and employment class action and PAGA action cases pending in both state and federal court.

17 70. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
18 counsel and represent Plaintiff and the putative Class and Aggrieved Employees in this action.
19 Our practice is exclusively focused on employment matters and representing Plaintiff in wage
20 and hour actions with the same or similar causes of actions brought forth in the matter pending
21 before this Court.

22 71. D.Law has litigated and successfully resolved many wage and hour class action cases
23 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La*
24 *Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),
25 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
26 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
27 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
28 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-

1 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
2 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los
3 Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in
4 Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of
5 California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al.
6 (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family,
7 Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
8 Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289),
9 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
10 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California
11 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,
12 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,
13 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-
14 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-
15 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
16 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
17 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
18 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
19 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
20 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
21 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
22 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
23 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
24 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
25 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
26 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
27 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
28 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX

1 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
2 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
3 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
4 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
5 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
6 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
7 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
8 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
9 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
10 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
11 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
12 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
13 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
14 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

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

22 73. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for
23 Plaintiff. Mr. Shkodnik received his Bachelor of Arts in history and political science from the
24 University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola
25 Law School in May of 2011. Upon graduating from law school, he has exclusively focused his
26 practice on representing employees including in wage-and-hour class actions. During his career,
27 he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead
28 counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he

1 has obtained six and seven figure settlements against a range of defendants, including Fortune
2 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims
3 for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and
4 failure to pay timely wages - similar to claims at issue in the present matter. He is experienced
5 and qualified to evaluate the class and representative claims, to evaluate settlement versus trial
6 on a fully informed basis, and to evaluate the viability of the defenses.

7 74. The collective experience of the D.Law attorneys in litigating employment wage and
8 hour matters has been integral in identifying legal issues, evaluating the strengths and
9 weaknesses of a case, and generally negotiating fair and reasonable class and representative
10 action settlements. Practice in the narrow field of wage and hour litigation requires skill and
11 knowledge concerning the constantly evolving substantive law (state and federal), as well as the
12 procedural law of class and representative action litigation. In this action, the attorneys at D.Law
13 are fully equipped to use the skills and knowledge developed over decades of prosecuting and
14 defending wage and hour class actions to fairly and adequately represent the interests of the
15 Class Members and aggrieved employees. Therefore, based on our resources, experience, and
16 knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the
17 Plaintiff and the putative Class Members and aggrieved employees in this action.

18 75. We have the requisite experience, knowledge, and resources to serve as Class Counsel
19 and to zealously represent the Class. We have spent a substantial number of hours prosecuting
20 this Action on a contingency basis and will not receive any compensation for their efforts until
21 recovery is obtained for the Class. As such, we understand the responsibilities owed as counsel
22 to the Settlement Class Members and aggrieved employees we represent. The attorneys at D.Law
23 thoroughly investigated the claims asserted in this action and have remained committed to
24 dedicating the resources necessary to represent the Settlement Class and vigorously pursue their
25 claims. Based upon my experience and understanding of the claims and defenses in this action, I
26 believe the settlement is fair, adequate, and reasonable for the Class Members and aggrieved
27 employees and all involved, and that the Settlement is well within the range of reasonableness
28 that would permit it to be finally approved. I am not aware of any conflict of interest with

1 Plaintiff or any other Class Member that would interfere with the duties as Class Counsel.

2 76. On October 27, 2025, Plaintiff submitted the Parties' Joint Stipulation of Class Action
3 and PAGA Settlement and Plaintiff's Motion for Preliminary Approval of Class and PAGA
4 Representative Action Settlement and supporting documents to the LWDA. A true and correct
5 copy of the confirmatory email from the LWDA is attached hereto as **Exhibit 3.**

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed this 27th day of October 2025, in Glendale, California

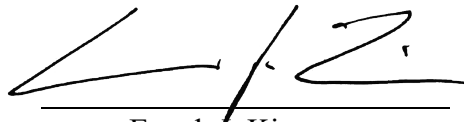
9
10 
11 Enoch J. Kim

EXHIBIT 1

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17 Attorneys for Defendant
JAZZ PHARMACEUTICALS, INC.

19
20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 COUNTY OF SANTA CLARA

22 MARISSA BROWN, on behalf of herself and
23 others similarly situated,

24 Plaintiff,

25 vs.

26 JAZZ PHARMACEUTICALS, INC., a
27 Delaware Corporation; and DOES 1 through
28 50, inclusive,

Case No. 23CV422390

**STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

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Defendants.

1 This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as
2 of the date set forth below, between Plaintiff Marissa Brown, as an individual, as a representative
3 of the proposed Class described herein and as representative of the State of California
4 (“Plaintiff”), and Defendant Jazz Pharmaceuticals, Inc. (“Defendant”), who are parties to the
5 above-captioned litigation (together, the “Parties”).

6 **1. DEFINITIONS**

7 1.1 “Action” means the above-captioned action, *Marissa Brown v. Jazz*
8 *Pharmaceuticals, Inc.*, Santa Clara County Superior Court Case No. 23CV422390.

9 1.2 “Class Counsel” means David Yeremian of David Yeremian & Associates, Inc.,
10 Emil Davtyan, Roman Shkodnik, and Amanda Fazio of D.Law, Inc..

11 1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement
12 Class Member, their name, last known address, social security number, and number of Eligible
13 Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to
14 determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on
15 Defendant’s personnel and payroll records and provided in a format acceptable to the Settlement
16 Administrator.

17 1.4 “Class Settlement Period” means the time period from September 13, 2019,
18 through November 3, 2024, subject to the escalator/truncator clause., subject to section 3.3.2
19 below.

20 1.5 “Class Representative” or “Plaintiff” means Plaintiff Marissa Brown.

21 1.6 “Class Representative’s Released Claims” means any and all claims, obligations,
22 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever
23 kind and nature, character, and description, whether in law or equity, whether sounding in tort,
24 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
25 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
26 including all unknown claims covered by California Civil Code Section 1542, by the Class
27 Representative, arising at any time up to and including the date on which the Court enters the
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Order of Final Approval, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's Released Claims also include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their implementing regulations and interpretive guidelines; any and all claims for monetary recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete and general release to the maximum extent by law. Notwithstanding the foregoing, the release of the Class Representative's Released Claims do not include any claim or right that is not waivable as a matter of law.

1.7 "Court" means the Santa Clara County Superior Court.

1 1.8 “Defendant’s Counsel” means Sarah Zenewicz of Morgan, Lewis & Bockius LLP.

2 1.9 “Effective Date” means the latest of: (i) provided that no appeal from the Final
3 Approval Order is filed, the day after the deadline for any appeals expires; (ii) if an appeal from
4 the Final Approval Order is filed, and the appeal is finally disposed of by ruling, dismissal,
5 denial, or otherwise, the day after the last date for filing a request for further review of the Court
6 of Appeal’s decision passes, and no further review is requested; and (iii) if an appeal of the Final
7 Approval Order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise
8 by the Court of Appeal, and review of the Court of Appeal’s decision is requested, the day after
9 the request for review is denied with prejudice and/or no further review of the Final Approval
10 Order can be requested.

11 1.10 “Eligible Workweeks” shall mean the workweeks that each Settlement Class
12 Member worked for Defendant in California during the Class Settlement Period.

13 1.11 “Eligible Pay Periods” shall mean the pay periods that each PAGA Member
14 worked for Defendant in California during the PAGA Settlement Period.

15 1.12 “Enhancement Award” means the amount approved by the Court to be paid to the
16 Class Representative, in recognition of her efforts in coming forward as Class Representative and
17 as consideration for a full, general, and comprehensive release of the Class Representative’s
18 Released Claims, which shall be in addition to her portion of the Net Settlement Amount.

19 1.13 “Final Approval Date” means the date on which the Court enters the Order of
20 Final Approval.

21 1.14 “Final Approval Hearing” means a hearing set by the Court, to take place on a date
22 established by the Court, for the purpose of (i) determining the fairness, adequacy, and
23 reasonableness of the Stipulation terms and associated Settlement pursuant to class action
24 procedures and requirements; (ii) determining the amount of the award of attorneys’ fees and
25 costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to the Class
26 Representative; and (iv) entering the Judgment.

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1.15 “Gross Settlement Amount” shall mean the amount that Defendant will pay in settlement of this matter, subject to section 3.3.2 below. The Gross Settlement Amount includes all awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs, Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA), and payments to the Participating Class Members.

1.16 “Individual PAGA Payment” means the individual amounts paid from the PAGA Payment to the individual PAGA Members for settlement of claims for civil penalties under PAGA.

1.17 “Individual Settlement Payment” means the settlement amount due each Participating Class Member from the Net Settlement Amount.

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

1.19 “LWDA PAGA Payment” means the payment to the LWDA from the PAGA Payment for settlement of claims for civil penalties under PAGA.

1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys’ fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Award.

1.21 “Notice of Settlement” means the document provided to Settlement Class Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

1.22 “PAGA Members” means Settlement Class Members who worked in any pay period during the PAGA Settlement Period.

1.23 “PAGA Payment” means the payment in settlement of all claims for PAGA penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will be distributed as Individual PAGA Payments to the PAGA Members.

1.24 “PAGA Settlement Period” means all means the period from September 13, 2022, through the end of the Class Settlement Period.

1 1.25 “Participating Class Members” means the Settlement Class Members who do not
2 timely request to be excluded from the class portion of the settlement. No claim form is required
3 for a Settlement Class Member to become a Participating Class Member.

4 1.26 “Preliminary Approval Date” means the date the Court enters the Order
5 preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

6 1.27 “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”)
7 created under Internal Revenue Code Section 468B, to be overseen by the Settlement
8 Administrator.

9 1.28 “Released Class Claims” means any and all federal, state and local law claims,
10 rights, demands, liabilities, and causes of action, that were alleged, or reasonably could have been
11 alleged, based on facts alleged in the operative First Amended Complaint and ascertained in the
12 course of the Action and that arose or accrued during the Class Settlement Period including
13 causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal
14 period violations; (4) rest break violations; (5) failure to pay vacation wages; (6) failure to
15 provide sick leave; (7) failure to indemnify reasonable and necessary business expenses; (8)
16 failure to provide accurate wage statements; (9) recordkeeping violations; (10) waiting time
17 penalties; and (11) violation of the California unfair competition law (“UCL”) based on the same
18 alleged Labor Code violations; and (12) all claims for interest, penalties, attorneys’ fees, costs and
19 any other monetary relief based upon the claims described above and including, but not limited
20 to, pursuant to any Wage Orders, Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure
21 §1021.5.

22 1.29 “Released PAGA Claims” means claims for civil penalties under PAGA that were
23 alleged, or reasonably could have been alleged, based on the allegations in the operative First
24 Amended Complaint, the PAGA Notices, and ascertained in the course of the Action and that
25 arose or accrued during the PAGA Settlement Period, including but not limited to claims for
26 violations of the California Labor Code for (1) failure to pay minimum wage; (2) failure to pay
27 overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to pay vacation
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wages; (6) failure to provide sick leave; (7) failure to indemnify reasonable and necessary business expenses; (8) failure to provide accurate wage statements; (9) recordkeeping violations; (10) waiting time penalties; and (11) violations of or claims for civil penalties under Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2699, *et seq.*, and 2802.

1.30 “Released Parties” means Defendant and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.

1.31 “Response Deadline” means sixty (60) days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be fifty-five (55) calendar days after the Settlement Administrator’s initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing, whichever is later.

1.32 “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

1.33 “Settlement Administrator” means Apex Class Action LLC, who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this

1 Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and
2 subject to appointment by the Court.

3 1.34 "Settlement Class" or "Settlement Class Members" means all current and former
4 California non-exempt employees of Defendant during the Class Settlement Period.

5 **2. RECITALS**

6 **2.1 Background and Procedural History**

7 2.1.1 On September 13, 2023, Plaintiff filed Class Action Complaint in Santa
8 Clara Superior Court alleging causes of action for (1) failure to pay minimum wage; (2) failure to
9 pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to pay
10 vacation wages; (6) failure to provide sick leave; (7) failure to indemnify reasonable and
11 necessary business expenses; (8) failure to provide accurate wage statements; (9) recordkeeping
12 violations; (10) waiting time penalties; and (11) violation of the California unfair competition law
13 ("UCL") based on the same alleged Labor Code violations. In her original Complaint, Plaintiff
14 sought to represent a putative class of all California non-exempt employees.

15 2.1.2 On November 17, 2023 Plaintiff filed a First Amended Complaint to add a
16 claim for civil penalties under PAGA.

17 2.1.3 After exchanging documents, the Parties entered arms-length negotiations
18 to reach a settlement in principle. On September 4, 2024, the Parties attended a confidential
19 mediation. Following mediation, the Parties entered into a Memorandum of Understanding to
20 memorialize this settlement on September 13, 2024.

21 **2.2 Benefits of Settlement**

22 2.2.1 Based on their own independent investigations and evaluations, Class
23 Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set
24 forth herein, considering the representative and class claims, and the risk of loss, is fair,
25 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests
26 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and
27 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
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1 surrounding the risk of further litigation, the possibility of losing class certification, that the
2 PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted
3 and/or could assert as to the substantive merit of the claims.

4 2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to
5 the Settlement Class against the expenses and length of continued proceedings that would be
6 necessary to prosecute the Action against Defendant through class certification, through
7 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also
8 taken into account the uncertain outcome and risk of any litigation, especially in complex actions
9 such as class and representative actions, as well as the difficulties and delay inherent in such
10 litigation. As a result, Class Counsel has determined that the settlement set forth in this
11 Stipulation of Settlement is in the best interests of the Settlement Class.

12 2.2.3 Defendant and the Released Parties specifically and generally deny any and
13 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
14 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
15 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has
16 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
17 that it is desirable that the Action be fully and finally settled in the manner and upon the terms
18 and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty
19 and risks inherent in any litigation. Defendant has therefore determined that it is desirable and
20 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in
21 this Stipulation.

22 2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,
23 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an
24 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the
25 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class
26 action requirements or that any PAGA claim would be manageable. There has been no final
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determination by any court as to the merits of the claims asserted by Plaintiff against Defendant, as to whether a class action should be certified, or that any PAGA claim is manageable.

3. SETTLEMENT TERMS

3.1 Conditional Class Certification. The Parties stipulate, for settlement purposes only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any other reason, the Settlement Class will be decertified and Defendant shall, and hereby does, retain the right to dispute the appropriateness of class certification.

3.2 Gross Settlement Amount

3.2.1 Gross Settlement Amount: Defendant shall pay a non-reversionary amount not to exceed Ninety Thousand Dollars and Zero Cents (\$90,000) as the Gross Settlement Amount to resolve the Action on a class and representative basis, subject to section 3.3.2. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys' fees and costs, Enhancement Award, Settlement Administration Costs; the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating Class Members. Notwithstanding the foregoing, in addition to the Gross Settlement Amount, Defendant will pay the employer's portion of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages.

3.2.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement Period: Defendant identified approximately 5,650 workweeks in the Class Settlement Period from the start of the Settlement Class Period until the mediation. In the event that the actual number of workweeks in the Class Settlement Period exceeds 5,650 by more than 10% (*i.e.*, more than 6,215 total workweeks), then at Defendant's option in its sole discretion, either (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% the actual number of workweeks exceeds the 5,650 estimate (*e.g.*, if the actual workweeks during the Class Settlement Period are 6,328, which is 12% greater than the estimated number of workweeks, then the Gross Settlement Amount increases by 2% to \$91,800); or (b) the Class Settlement Period

1 shall end as of the date the workweeks during the Class Settlement Period reach 6,215
2 workweeks. If the escalator provision is triggered and elected, the Parties agree that the portion of
3 the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that
4 the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the
5 upward adjustment required by this provision is implemented.

6 3.3 Allocation of Gross Settlement Amount

7 3.3.1 Class Representative Enhancement Award: The Class Representative's
8 Enhancement Award, which is in addition to the Class Representative's Individual Settlement
9 Payment from the Net Settlement Amount and Individual PAGA Payment, will, subject to Court
10 approval, be paid out of the Gross Settlement Amount and will not exceed \$3,000 for her service
11 and assistance to the Class. Any amount of the Class Representative's Enhancement Award that
12 is not awarded by the Court shall be added to the Net Settlement Amount.

13 3.3.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an
14 award of reasonable attorneys' fees not to exceed one third of the Gross Settlement Amount,
15 \$30,000.00 and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket
16 costs incurred in the Action up to an additional \$ 20,000 to be paid out of the Gross Settlement
17 Amount. Defendant reserves the right to challenge Class Counsel's request for fees and costs if
18 the requests exceed the parameters established by this Stipulation. The Settlement Administrator
19 shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section.
20 Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on
21 the fees and costs award. Any amount of Class Counsel's requested fees and costs that is not
22 awarded by the Court shall be added to the Net Settlement Amount. Neither Class Counsel nor
23 any other attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class
24 Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or
25 disbursements from the Defendant or the Released Parties except as expressly provided herein.

26 3.3.3 Settlement Administrator Costs: The Settlement Administration Costs
27 incurred by the Settlement Administrator as a result of the procedures and processes expressly
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1 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated
2 not to exceed \$4,940. Under no circumstances will Defendant be required to contribute
3 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected
4 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of
5 administering the Settlement, including all tax document preparation, custodial fees, and
6 accounting fees incurred by the Settlement Administrator; all costs and fees associated with
7 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with
8 preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement
9 Class Members; all costs and fees associated with communicating with Settlement Class
10 Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing,
11 processing, reviewing, and paying the payments due under this Stipulation, and resolving
12 disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes,
13 making related payment to federal and state tax authorities, and issuing tax forms relating to
14 payments made under the Settlement; all costs and fees associated with preparing any tax returns
15 and any other filings required by any governmental taxing authority or agency; all costs and fees
16 associated with preparing any other notices, reports, or filings to be prepared in the course of
17 administering payments due under this Stipulation; and any other costs and fees incurred and/or
18 charged by the Settlement Administrator in connection with the execution of its duties under this
19 Stipulation. Any amount of Settlement Administration Costs that is not awarded by the Court
20 shall be added to the Net Settlement Amount.

21 3.3.4 Individual Settlement Payments to Participating Class Members: Each
22 Participating Class Member will be entitled to receive an Individual Settlement Payment, which
23 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement
24 Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each
25 Participating Class Member worked during the Class Settlement Period. There is no need for a
26 Participating Settlement Class Member to submit a claim form in order to be eligible for and to
27 receive an Individual Settlement Payment. To determine each Settlement Class Member's
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estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all Settlement Class Member Eligible Workweeks × Net Settlement Amount. The Parties recognize that the Individual Settlement Payments to be paid to Participating Class Members reflect settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

3.3.5 PAGA Payment: A total amount of \$5,000 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount (\$3,750) will be the LWDA PAGA Payment to paid to the LWDA and the remaining twenty-five (25%) of this amount (\$1,250) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA Settlement Period.

3.4 **Taxation**

3.4.1 Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects compromise of a claim for interest, penalties and expense reimbursements. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings (for the employee portion only), and will be reported on an IRS Form W-2. The Settlement Administrator shall make appropriate tax withholdings from the portion of each Individual Settlement Payment designated as unpaid wages, and shall pay the employer portion of payroll taxes with funds separate from the Gross Settlement Amount to be furnished by Defendant. Participating Class Members will be responsible for paying all other taxes due on

1 their Individual Settlement Payments. Other than as set forth above, the Settlement Administrator
 2 will not make any deductions, withholdings, or additional payments, including without limitation,
 3 medical or other insurance payments or premiums, employee 401(k) contributions or matching
 4 employer contributions, wage garnishments to the extent permitted by law, or charity
 5 withholdings, from or with respect to the Individual Settlement Payments, and entry of the Order
 6 of Final Approval by the Court shall be deemed authority not to make any such deductions,
 7 withholdings, or additional payments.

8 3.4.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA
 9 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required.
 10 PAGA Members will be responsible for paying all other taxes due on their Individual PAGA
 11 Payments. PAGA Members will be responsible for paying all taxes due on their Individual
 12 PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or
 13 additional payments, including without limitation, medical or other insurance payments or
 14 premiums, employee 401(k) contributions or matching employer contributions, wage
 15 garnishments to the extent permitted by law, or charity withholdings, from or with respect to the
 16 Individual PAGA Payments.

17 3.4.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of
 18 this section, the “acknowledging party” and each Party to this Stipulation other than the
 19 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this
 20 Stipulation, and no written communication or disclosure between or among the Parties or their
 21 attorneys and other advisers, is or was intended to be, nor shall any such communication or
 22 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
 23 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
 24 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
 25 tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
 26 entered into this Stipulation based upon the recommendation of any other party or any attorney or
 27 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
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any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

3.5 No Effect on Employee Benefits. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Stipulation of Settlement.

3.6 Releases

3.6.1 Class Representative's Release. Upon Final Approval, the Class Representative shall be deemed to have fully, finally, and forever released the Released Parties from all Class Representative's Released Claims through the Final Approval Date. The Class Representative may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Class Representative expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or

unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Stipulation. The Class Representative shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had relating to the Class Representative's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Notwithstanding the foregoing, Class Representative does not waive or release any claim which cannot be waived or released by private agreement or law. Further, nothing in this Stipulation shall prevent Class Representative from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Class Representative, however, understand that by signing this Stipulation, he waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

3.6.2 Participating Class Member Release. As of the Effective Date, all Participating Class Members fully and finally release the Released Parties from the Released Claims that arose during the Class Settlement Period.

3.6.3 PAGA Member Release. As of the date of the Effective Date, Plaintiff, as representative of the State of California and on behalf of the LWDA and as representatives of the PAGA Members, fully and finally release the Released Parties from the PAGA Released Claims for the PAGA Settlement Period.

4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION

1 **4.1 Preliminary Approval**

2 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and
3 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the
4 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior
5 review and approval Plaintiff will provide the motion for preliminary approval to Defendant for
6 its review and approval at least seven (7) days before filing.

7 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing
8 of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to
9 the LWDA.

10 4.1.3 Within ten (10) days of Plaintiff's filing of the Motion for Preliminary
11 Approval, Defendants shall send notices of settlement pursuant to 15 U.S.C. § 1715.

12 4.1.4 The Court's preliminary approval of this Settlement shall be embodied in
13 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement
14 and providing for Notice of Settlement to be mailed to the Class in materially the same format
15 attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The
16 Notice of Settlement shall advise Settlement Class Members of their options, which include filing
17 an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an
18 Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no
19 action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if
20 applicable).

21 **4.2 Notice**

22 4.2.1 Delivery of Class Data: No later than twenty-one (21) calendar days after
23 the Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement
24 Administrator. The Settlement Administrator shall maintain the Class Data, and all data
25 contained within the Class Data, as private and confidential and shall not disclose such data to
26 any persons or entities, unless otherwise required by law. The information in the Class Data is
27 being supplied solely for purposes of the administration of the settlement and cannot be used by
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1 the Settlement Administrator or any agent or representative of the Settlement Administrator for
2 any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with
3 the U.S. Postal Service National Change of Address Database and update any addresses for the
4 Settlement Class Members.

5 4.2.2 Notice By First-Class Mail. Within twenty-one (21) calendar days of the
6 receipt of the Class Data, the Settlement Administrator will send via United States first class mail
7 the Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is
8 returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run
9 a skip-trace using that Settlement Class Member's social security number in an effort to attempt
10 to ascertain the current address of the Settlement Class Member. If such an address(es) is
11 ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten (10)
12 calendar days. If alternative addresses are obtained for a Settlement Class Member, the
13 Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative
14 addresses.

15 4.3 **Opt-Out Requests**

16 4.3.1 Settlement Class Members, except for the Class Representative, will have
17 until the Response Deadline within which to opt out of the class portion of this Settlement;
18 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA
19 Members will be mailed an Individual PAGA Payment and be bound by the release of the
20 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement
21 Class Members who want to opt out must timely submit a signed and dated written request to be
22 excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out
23 Request"). The Opt-Out Request must be postmarked on or before the Response Deadline,
24 include the case name and number, the Settlement Class Member's name, address, and last four
25 of their social security number, must be signed by the Settlement Class Member, and must
26 reasonably communicate the Settlement Class Member's election to be excluded from the class
27 Settlement.

1 4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out
2 Request shall be deemed a Participating Class Member and bound by this Settlement including
3 the Participating Class Member Release. Settlement Class Members who timely submit an
4 executed Opt-Out Request will not be bound by the Participating Class Member Release and will
5 not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement
6 Class Members of their ability to opt-out of the class portion of the Settlement and of the
7 consequences thereof, and further inform them that they cannot opt out of the PAGA settlement.
8 Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an
9 Opt-Out Request.

10 4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an
11 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the
12 Objection invalid and the individual will not be deemed a Participating Class Member.

13 4.4 **Objections.** Participating Class Members, except for the Class Representative,
14 may object to the Settlement in person at the Final Approval Hearing and/or in writing.
15 Participating Class Members, except for the Class Representative, will have until the Response
16 Deadline to file a written objection to the Court. Only Settlement Class Members who have not
17 filed an Opt-Out Request (i.e., Participating Class Members) may object to the Settlement. The
18 written objection should be mailed or filed with the Court, include the case number and name of
19 this case, should state the Participating Class Member's name and address and describe the
20 reason(s) why the Participating Class Member objects to the Settlement and include or attach any
21 documents upon which the objection is based. The Parties and their counsel agree that they will
22 not solicit, encourage, counsel or advise any individual to object to the Settlement.

23 4.5 **Eligible Workweek and Eligible Pay Period Disputes.** Participating Class
24 Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if
25 they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class
26 Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement.
27 Participating Class Members and PAGA Members may do this by submitting information to the
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1 Settlement Administrator in writing no later than the Response Deadline. The Settlement
2 Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the
3 dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay
4 Periods to be credited to that Participating Class Member or PAGA Member, the Court shall
5 make the final decision based on the information presented by the individual and the Parties.

6 **4.6 Certification Reports by the Settlement Administrator.** The Settlement
7 Administrator will, on a weekly basis during and for a reasonable period following distribution of
8 the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the
9 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written
10 Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections
11 shall be provided to the Parties' counsel within two (2) days of receipt by the Settlement
12 Administrator. To the extent practicable, the weekly updates shall also provide updated data on
13 the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts.

14 **4.7 Nullification of Settlement.** Defendant shall have the sole right to void and
15 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) three percent
16 (3%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b)
17 the Settlement is construed in such a fashion that Defendant would be required to pay more than
18 the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes,
19 subject to section 3.3.2; or (c) the Court does not certify the Settlement Class, or does not certify a
20 class releasing all of the Released Class Claims defined in this Stipulation, or does not approve
21 the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an
22 order inconsistent with any of the material terms (as determined by Defendant) of this Settlement;
23 (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents
24 the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class
25 Counsel materially breach the Settlement.

26 **4.8 Final Approval and Entry of Final Judgment**
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1 4.8.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
2 of an “Order of Final Approval” and associated entry of Judgment: (a) certifying the Settlement
3 Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in
4 the best interests of the Participating Class Members, (c) approving the PAGA Payment to the
5 LWDA and the PAGA Members; (d) approving Class Counsel’s application for an award of
6 attorneys’ fees and costs, (e) approving the Class Representative’s application for an
7 Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs,
8 and (g) releasing and barring any further Released Class Claims by Participating Class Members
9 and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will provide the
10 motion for final approval to Defendant for its review and approval at least seven days before
11 filing. The Parties and their respective counsel shall make all reasonable efforts to secure entry of
12 the Order of Final Approval. The proposed Order of Final Approval and the associated proposed
13 Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed
14 by the Court.

15 4.8.2 Class Representative and Class Counsel shall be responsible for justifying
16 the amount of the Enhancement Award and attorneys’ fees and costs to the Court, and they agree
17 to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any
18 appellate court) awards less than the amount requested for attorneys’ fees and/or costs, or less
19 than the amount requested for the Enhancement Award for the Class Representative, only the
20 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant
21 under this Stipulation.

22 4.8.3 If an appeal results in an order materially modifying, setting aside, or
23 vacating any portion of the Stipulation, with the exception of any modification of the amount of
24 attorneys’ fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award
25 paid to the Class Representative, each party adversely impacted by the order shall have the right
26 to treat such order as an event preventing Final Approval. To exercise this right, the party must
27 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,
28

within ten (10) calendar days of receiving notice of any order modifying, setting aside, or vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such order as an event permanently preventing Final Approval, that Party must meet and confer in good faith with the other Party to determine if an agreement can be reached modifying this Settlement to the mutual satisfaction of the Parties.

4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this Stipulation (except for those provisions relating to non-admission, denial of liability set forth herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and provisions shall have no further force and effect and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Award paid to the Class Representative, shall constitute grounds for cancellation or termination of the Stipulation, or grounds for limiting any other provision of the Judgment.

4.9 Funding and Distribution of the Settlement Proceeds

4.9.1 Within twenty-one (21) calendar days after the Effective Date or within seven (7) days of the Settlement Administrator providing all information necessary for Defendant to transfer funds to the Qualified Settlement Fund, whichever is later, Defendant shall pay the

1 Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the
2 Settlement Administrator.

3 4.9.2 Within fifteen (15) calendar days after Defendant funds the Qualified
4 Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to
5 Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA
6 PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel,
7 and the court-approved Enhancement Award to the Class Representative.

8 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of
9 all distributions from the Qualified Settlement Account and upon completion of administration of
10 that portion of the Settlement, the Settlement Administrator shall provide written certification,
11 under penalty of perjury, of such completion to the Court and counsel for all Parties.

12 4.9.4 Upon completion of administration of the Settlement, the Settlement
13 Administrator shall provide written certification, under penalty of perjury, of such completion to
14 the Court, Class Counsel and Defendant's Counsel.

15 4.10 **Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance,
16 funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks
17 will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA
18 Member does not cash or deposit his or her settlement payment check(s) within one-hundred
19 eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be
20 binding on that Participating Class Member or PAGA Member. After 180 days, any uncashed
21 checks for the PAGA Settlement shall be tendered to the State Controller's Office, Unclaimed
22 Property Division in the name of the recipient. After 180 days, any uncashed checks for the Class
23 Settlement will be distributed to the Law Foundation of Silicon Valley, a *cy pres* pursuant to
24 California Code of Civil Procedure Section 384, with the funds to be used in support of the
25 LACY (Legal Advocates for Children) Program, or if necessary and in the alternative, to Child
26 Advocates of Silicon Valley.

27 5. MISCELLANEOUS PROVISIONS

1 **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
2 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
3 Settlement in arms-length negotiations, taking into account all relevant factors, present and
4 potential.

5 **5.2 Invalidity of Any Provision.** Before declaring any provision of this Stipulation
6 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
7 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
8 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,
9 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,
10 lawful, and enforceable.

11 **5.3 No Admission.** Neither the acceptance nor the performance by Defendant of the
12 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed
13 to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the
14 allegations in the Complaint, the representative character of the Action, the validity of any of the
15 claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or
16 PAGA Members in the Action, or of any liability or guilt of Defendant or the Released Parties in
17 the Action. Nothing in this Stipulation shall be construed to be or deemed an admission by
18 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement
19 Class Members, or any other person, and Defendant specifically disclaims any liability,
20 culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, PAGA
21 Members and any other person. Each of the Parties has entered into this Stipulation with the
22 intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
23 contingencies.

24 **5.4 Cooperation.** The Parties agree to cooperate fully with one another to accomplish
25 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
26 execution of such other documents and the taking of such other action as may reasonably be
27 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise
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reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

5.5 Privacy of Documents and Information. Plaintiff and Class Counsel agree that none of the documents and information provided to them by Defendant in connection with the Action and this Settlement shall be used for any purpose (including in any other litigation) other than this Settlement of the Action.

5.6 Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Class Counsel:

Emil Davtyan
Roman Shkodnik
Amanda Fazio
D.Law, Inc.
450 N. Brand Blvd. Suite 840
Glendale, CA 91203

David Yeremian
David Yeremian & Associates, Inc.
450 N. Brand Blvd. Suite 840
Glendale, CA 91203

To Defendant:

Sarah Zenewicz
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, California 94105-1126

5.7 Drafting. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation.

1 **5.8 Publicity.** Neither Plaintiff nor Plaintiff's counsel shall issue any press release or
2 announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's counsel
3 agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the
4 terms of the settlement confidential except for purposes of communicating with Plaintiff only.
5 Plaintiff understands that prior to the filing of a motion for preliminary approval, the Settlement is
6 confidential and agrees to keep it confidential. From and after preliminary approval of the
7 settlement, Plaintiff and Plaintiff's counsel may: (1) as required by law; (2) as required under the
8 terms of the settlement; or (3) as required under counsel's duties and responsibilities as class
9 counsel, communicate regarding the specific terms of the settlement. In all other cases, Plaintiff
10 and Plaintiff's counsel agrees to limit their statements regarding the terms of the settlement,
11 whether oral, written or electronic (including the world wide web), to say the Class Action has
12 been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms.
13 Nothing in this Paragraph is intended to interfere with Plaintiff's counsel's duties and obligations
14 to faithfully discharge their duties as class counsel, including but not limited to, communicating
15 with Settlement Class Members regarding the settlement, and nothing shall prohibit Plaintiff's
16 counsel from referring to the settlement in adequacy of counsel declarations or related court
17 filings.

18 **5.9 No Exclusion by Class Representative.** The Class Representative, by signing
19 this Stipulation, is bound by the terms herein and further agrees not to request to be excluded
20 from the Settlement and not to object to any terms of this Stipulation. Any such request for
21 exclusion or objection shall therefore be void and of no force or effect. Defendant, Class
22 Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge
23 whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and
24 such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees,
25 costs or the Enhancement Award. However, either Party may appeal in the event an objector's
26 objection is upheld by the trial court.

1 **5.10 Computation of Time.** If the prescribed time period in which to complete the
2 required or permitted action expires on a Saturday, Sunday or legal holiday, such time period
3 shall be continued to the following business day.

4 **5.11 Modification.** This Stipulation may not be changed, altered, or modified, except
5 in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be
6 discharged except by performance in accordance with its terms or by a writing used by the Parties
7 hereto.

8 **5.12 Binding on Successors.** This Stipulation shall be binding upon and inure to the
9 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
10 successors, and assigns.

11 **5.13 Execution in Counterparts.** This Stipulation shall become effective upon its
12 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
13 execution of counterparts shall have the same force and effect as if all Parties had signed the same
14 instrument.

15 **5.14 Jurisdiction.** The Court shall retain jurisdiction with respect to the
16 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to
17 the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied
18 in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained
19 only in the Court.

20 **5.15 Headings.** Paragraph titles or captions contained in the Stipulation are inserted as
21 a matter of convenience and for reference, and in no way define, limit, extend, or describe the
22 scope of this Stipulation, or any provision thereof.

23 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
24 their duly authorized attorneys, as of the day and year herein set forth.

25 **AGREED AND UNDERSTOOD.**
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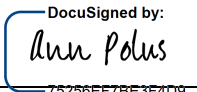
MARISSA BROWN

Dated: _____, 2025

By: _____
Marissa Brown

JAZZ PHARMACEUTICALS, INC.

Dated: March 19, 2025, 2025

By:  _____
Ann Polus
Assistant General Counsel, Employment Law

APPROVED AS TO FORM:

DAVID YEREMIAN & ASSOCIATES, INC.

Dated: _____, 2025

By: _____
David Yeremian
Counsel for Plaintiff

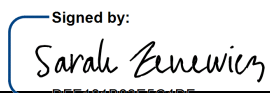
D. LAW, INC.

Dated: _____, 2025

By: _____
Emil Davtyan
Roman Shkodnik
Amanda Fazio
Counsel for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

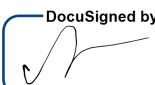
Dated: March 19, 2025, 2025

By:  _____
Sarah Zenewicz
Attorney for Defendant
JAZZ PHARMACEUTICALS, INC.

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MARISSA BROWN

Dated: March 19, 2025

DocuSigned by:

By: A2662180654F43E...
Marissa Brown

JAZZ PHARMACEUTICALS, INC.

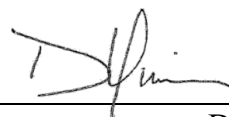
Dated: _____, 2025

By: _____
Ann Polus
Assistant General Counsel, Employment Law

APPROVED AS TO FORM:

DAVID YEREMIAN & ASSOCIATES, INC.

Dated: April 8, 2025

By: 
David Yeremian
Counsel for Plaintiff

D. LAW, INC.

Dated: April 8, 2025

By: 
Emil Davtyan
Roman Shkodnik
Amanda Fazio
Counsel for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2025

By: _____
Sarah Zenewicz
Attorney for Defendant
JAZZ PHARMACEUTICALS, INC.

EXHIBIT 1

Marissa Brown v. Jazz Pharmaceuticals, Inc.
Santa Clara County Superior Court Case No. 23CV422390

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF SETTLEMENT

To: Current and former employees for Jazz Pharmaceuticals, Inc. in non-exempt positions in California during the Class Settlement Period, at any time period from September 13, 2019, through November 3, 2024 (the “Settlement Class”).

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING OR AT THE HEARING	Write to the Court if you think the settlement is not fair or appear at the Final Approval hearing to speak to the Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Class and PAGA Action and Settlement about?

On September 13, 2023, Plaintiff Marissa Brown filed this “Action” in Superior Court in Santa Clara County. In her operative First Amended Complaint, she alleges causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to pay vacation wages; (6) failure to provide sick leave; (7) failure to indemnify reasonable and necessary business expenses; (8) failure to provide accurate wage statements; (9) recordkeeping violations; (10) waiting time penalties; (11) violation of the California unfair competition law (“UCL”) based on the same alleged Labor Code violations; and (12) for civil penalties under PAGA.

Defendant denies all allegations in the Action and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class, collective or representative treatment. Through arms-length negotiations with an experienced wage and hour mediator, the Parties reached a class, collective and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this notice?

You received this Notice because records identify you as a California non-exempt employee of Defendant at some time during the period from September 13, 2019 through November 3, 2024 (the “Class Settlement Period”). The settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the California Private Attorneys’ General Act (“PAGA”). You may also be a “PAGA Member” if you worked for Defendant during the period from September 13, 2022, to November 3, 2024 (the “PAGA Settlement Period”).

The purpose of this notice is to explain the Action, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Santa Clara County Superior Court, and the case is known as *Brown v. Jazz Pharmaceuticals, Inc.* Case No. 23CV422390. The Court held a hearing on [REDACTED], 2025, and Hon. Theodore C. Zayner preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED], 2025 at [REDACTED], in Department 19, 191 North First Street San Jose, CA 95113. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed on a class, collective or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action.

4. Who are the Attorneys for the Settlement Class and the PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, David Yeremian of David Yeremian & Associates, Inc. and Emil Davtyan, Roman Shkodnik, and Amanda Fazio of D.Law Inc., 450 N Brand Avenue Suite 840 Glendale, CA 91203, (818) 962-6465.

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$90,000.00 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of \$30,000.00 and up to \$20,000 in recoverable costs incurred in this Action; Class Representative Enhancement Award of \$3,000 to Plaintiff for her work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Action) and for signing a general release of any claims they may have against Defendant; a \$5,000 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 75% will go to the California Labor Workforce Development Agency (“LWDA”) and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to Apex Class Action LLC, estimated at \$4,940. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$ [REDACTED]. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) of the settlement.

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement.

Each Participating Class Member’s Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Settlement Period (September 13, 2019, through November 3, 2024 (“Eligible Workweeks”)) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 45% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 55% of each Individual Settlement Payment reflects a compromise of claims for alleged interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest and penalties if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED].

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$5,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$3,750, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$1,250, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (September 13, 2022, through November 3, 2024) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at [REDACTED] if you need to update contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2025. [60 days within mailing of Notice]. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

Settlement checks should be cashed promptly upon receipt. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. Proceeds of checks for Individual Settlement Payments for the class settlement that remain uncashed after 180 days from the date of issuance will be distributed to the Law Foundation of Silicon Valley, a *cy pres* pursuant to California Code of Civil Procedure Section 384, with funds to be used in support of the LACY (Legal Advocates for Children and Youth) Program. Proceeds from any Individual PAGA Payments issued to PAGA Members that remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each PAGA Member who did not cash his or her settlement check.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the claims described below:

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members who do not timely opt out of the Class Settlement will release Jazz Pharmaceuticals, Inc. and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants (the “Released Parties”), from means any and all federal, state and local law claims, rights, demands, liabilities, and causes of action, that were alleged, or reasonably could have been alleged, based on facts alleged in the operative First Amended Complaint and ascertained in the course of the Action and that arose or accrued during the Class Settlement Period including causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to pay vacation wages; (6) failure to provide sick leave; (7) failure to indemnify reasonable and necessary business expenses; (8) failure to provide accurate wage statements; (9) recordkeeping violations; (10) waiting time penalties; and (11) violation of the California unfair competition law (“UCL”) based on the same alleged Labor Code violations; and (12) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to any Wage Orders, Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5.

11. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, then, as of the date of the Effective Date, Plaintiff, as representative of the State of California and on behalf of the LWDA and as representatives of the PAGA Members, fully and finally release the Released Parties from claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations in the operative First Amended Complaint, the PAGA Notices, and ascertained in the course of the Action and that arose or accrued during the PAGA Settlement Period, including but not limited to claims for violations of the California Labor Code for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to pay vacation wages; (6) failure to provide sick leave; (7) failure to indemnify reasonable and necessary business expenses; (8) failure to provide accurate wage statements; (9) recordkeeping violations; (10) waiting time penalties; and (11) violations of or claims for civil penalties under Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2699, *et seq.*, and 2802.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself (“opt out”) of the class settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for the claims asserted in the Action on behalf of the Settlement Class, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, “opt out” of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before [redacted], 2025. [60 days within mailing of Notice] Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

13. If I don't exclude myself from the class settlement, can I sue Defendant for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

You can ask the Court to deny approval by making an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the Action will continue. If that is what you want to happen, you should object. Even if you object, if the Court approves the Settlement, then you will still receive the Individual Settlement Payments unless you opt-out of the Class Settlement and you will be bound by the releases in this Settlement. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number *Marissa Brown v. Jazz Pharmaceuticals, Inc.*, Case No. 23CV422390), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified below and (d) be filed or postmarked on or before _____, 2025. [60 days within mailing of Notice].

To Plaintiff: Emil Davtyan Roman Shkodnik Amanda Fazio D.Law, Inc. 450 N Brand Ave Suite 840 Glendale, CA 91203	To Defendant: Sarah Zenewicz Morgan, Lewis & Bockius LLP One Market, Spear Street Tower San Francisco, California 94105-1126
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David Yeremian David Yeremian & Associates, Inc. 450 N Brand Ave Suite 840 Glendale, CA 91203	
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THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approve the settlement?

The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED], 2025 at [REDACTED], in Department 19, 191 North First Street San Jose, CA 95113. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. You should check the Santa Clara County Superior Court website (<https://www.santaclara.courts.ca.gov/>) or you can contact Class Counsel to verify the date and time of the Final Approval hearing.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, _____ by calling toll free 1-800-[REDACTED], or you can write to [Admin Address].

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.sceffiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT 2

**DAVID YEREMIAN
& ASSOCIATES INC**

880 E. Broadway
Glendale CA 91205

818 962 6465
818 962 6469 FAX

DAVID@YEREMIANLAW.COM

September 13, 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

C T Corporation System, Agent for Service
330 N. Brand Blvd Suite 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8112 0620 3016 6939 45

Jazz Pharmaceuticals, Inc.
3170 Porter Drive
Palo Alto, CA 94304
Certified Mail Tracking Number: 9414 8112 0620 3016 6956 42

Re: Labor Code § 2699 Penalties
Brown v. Jazz Pharmaceuticals, Inc. et al

Gentlepersons:

This office represents Plaintiff Marissa Brown (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 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 herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Jazz Pharmaceuticals Inc., 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 Santa Clara 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 off-the-clock without compensation during meal periods during which Aggrieved Employees were required to work during meal periods (when such meal periods were taken) to make strict deadlines. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants failed to pay Aggrieved Employees proper overtime wages. As discussed above Aggrieved Employees were not paid for the time that they worked off-the-clock without compensation during meal periods during which Aggrieved Employees were required to work during meal periods (when such meal periods were taken) to make strict deadlines. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, 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 Aggrieved Employees proper meal periods. Specifically, Aggrieved Employees were denied meal periods altogether. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, 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 Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees who often worked at least eight (8) hours in a day were entitled to at least two breaks but were required to work through their periods which they were continuously denied. 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 Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage and internet usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Aggrieved Employees' 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, discussed above.

Moreover, Defendants failed to pay 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. Specifically, Aggrieved

Employees were not paid for the time that they worked off-the-clock without compensation during meal periods during which Aggrieved Employees were required to work during meal periods (when such meal periods were taken) to make strict deadlines. Accordingly, Aggrieved Employees were required to work without pay.

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 Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, 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 off-the-clock discussed above and for meal periods that caused Aggrieved Employees to work 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 § 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. 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 requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise 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 her as wages at her 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 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, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. 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 miscalculating any premium payments they did make. 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 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 for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements. 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 when Defendant did attempt to pay them, 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, cell phone usage and internet usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Plaintiff and Aggrieved Employees' 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. 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.

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., and failing to provide them with checks and wage statements, 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 or otherwise on-duty meal periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculate these premiums by not including all form 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, 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 forgoing, 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).

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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, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 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 off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, 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, 201.1, 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.

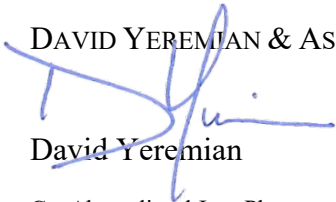
This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Jazz Pharmaceuticals, Inc. 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,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Above listed Jazz Pharmaceuticals, Inc. by Certified Mail

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11 on behalf of herself and others similarly situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SANTA CLARA

14 MARISSA BROWN, on behalf of herself and
others similarly situated,

15 Plaintiff,

16 vs.

17 JAZZ PHARMACEUTICALS, INC., a
Delaware Corporation; and DOES 1 through
18 50, inclusive,

19 Defendants.
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23
24
25
26
27
28

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; and
11. Violation of Business & Professions Code §
17200 *et seq.*

DEMAND FOR JURY TRIAL

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

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself 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 JAZZ
8 PHARMACEUTICALS, INC., a Delaware Corporation, and DOES 1 through 50 (all defendants
9 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each
10 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
11 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress,
12 therefore.

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

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods,
27 as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
28 meal and rest periods as required by the Labor Code.

1 **THE PARTIES**

2 **A. The Plaintiff**

3 4. Plaintiff MARISSA BROWN, has resided in California and during the time period
4 relevant to this Complaint and was employed by Defendants as a non-exempt hourly employee
5 within the State of California.

6 **B. The Defendants**

7 5. Defendant JAZZ PHARMACEUTICALS, INC., ("JP") is a Delaware corporation
8 with its principle executive offices in Palo Alto, California, and has been listed as the employer on
9 the wage statements issued during the relevant time period. JP lists a California address in Palo
10 Alto California with the California Secretary of State, and employs Plaintiff and the Class
11 members in Santa Clara County, including at Defendants' offices and facilities in Palo Alto,
12 California, and throughout California and conducts business throughout California.

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

21 7. Plaintiff is informed and believe and thereon alleges that each Defendant acted in
22 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
23 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
24 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
25 all respects as the employers or joint employers of Employees. Defendants, and each of them,
26 exercised control over the wages, hours or working conditions of Employees, or suffered or
27 permitted Employees to work, or engaged, thereby creating a common law employment
28 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly

1 employed Employees.

2 **JURISDICTION AND VENUE**

3 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
5 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
6 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
7 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
8 obligations and liabilities giving rise to this lawsuit occurred at least in part in Santa Clara County
9 and Defendants maintain and operate company offices and facilities in Santa Clara County and
10 employ Plaintiff and other Class members in California Santa Clara County and throughout
11 California.

12 **FACTUAL BACKGROUND**

13 9. The Employees who comprise the Class and Collective, including Plaintiff, is a
14 nonexempt employee pursuant to the applicable Wage Order of the IWC. Defendants hire
15 Employees who work in nonexempt positions at the direction of Defendants in the State of
16 California. Plaintiff and the Class members were either not paid by Defendants for all hours
17 worked or were not paid at the appropriate minimum, regular and overtime rates. Furthermore, the
18 uncompensated time included the time Employees worked off-the-clock during meal periods and
19 as a result of Defendants' culture of working through meal and rest periods to meet deadlines.
20 Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due
21 and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements,
22 all in violation of various provisions of the California Labor Code and applicable Wage Orders.
23 Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive
24 pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
25 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
26 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
27 the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime
28 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.

10. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and 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 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than required.

11. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and 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 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

12. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked and were forced to work during their meal and rest breaks to keep labor budgets low.

13. As a matter of Company culture, Plaintiff and the Class members were required to work during their meal breaks which were not compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class members were also not paid regular wages and overtime for the time they were required to comply with other requirements imposed upon them, which they had to complete while working through their meal breaks and without compensation. As a result Plaintiff and the Class members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all

1 such hours, including by being required to perform work duties and tasks without pay and while
2 off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping
3 and payroll systems. As a result, Plaintiff and the Class members worked substantial overtime
4 hours during their employment with Defendants for which they were not compensated, in
5 violation of the California Labor Code, applicable IWC Wage Orders.

6 14. As a result of the above described daily work demands and pressures to work
7 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
8 Class members were not properly paid for all wages earned and for all wages owed to them by
9 Defendants, including when working more than eight (8) hours in any given day and/or more than
10 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
11 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
12 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
13 the 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 15. 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 16. 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 17. 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.

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

12 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
13 continuing to the present, Defendants have consistently failed to provide Employees with timely,
14 accurate, and itemized wage statements as required by California wage-and-hour laws.
15 Specifically, the wage statements given to Employees by Defendants failed to accurately account
16 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
17 Defendants knew or reasonably should have known were owed to Employees, as alleged
18 hereinabove. The wage statements provided to Employees were confusing and required
19 Employees to engage in discovery and refer to outside sources to verify whether their pay was
20 correct and potentially resulting in a miscalculation by the Employees.

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

24 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
26 performance of their job duties for Defendants including, but not limited to, the cell phone usage,
27 and internet usage which were necessary to perform their duties under Defendants’ employ in
28 violation of Labor Code § 2802.

22. 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.

23. 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.

24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 227.3, 245, *et seq*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, and 2802.

25. 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

26. Plaintiff bring this class action on behalf of herself an 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.

27. 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.

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

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

d. Subclass 4. Sick Pay Subclass. All Class members who were subject to Defendants'

1 policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal
2 periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

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

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

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

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

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

19 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
20 applicable limitations period, either voluntarily or involuntarily separated from their employment
21 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
22 termination.

23 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
24 result of Defendants' business acts and practices, to the extent such acts and practices are found to
25 be unlawful, deceptive, and/or unfair.

26 28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
27 modify the class description with greater particularity or further division into subclasses or
28 limitation to particular issues.

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

A. Numerosity

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

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

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- 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

33. The claims of the named plaintiffs are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's 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

34. 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

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

36. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 37. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 38. Defendants failed to pay Employees minimum wages for all hours worked.

8 39. Defendants had a common policy and practice of misstating Employees time
9 records and failing to pay Employees for all hours worked. Employees would work hours and not
10 receive wages, including as alleged above in connection with working during meal periods, and
11 time off the clock Employees without compensation. Specifically, Plaintiff and Employees were
12 required to perform work during meal periods and rest periods (when such meal and rest periods
13 were taken), due to rigid deadlines and understaffing. Additionally, Defendants had a consistent
14 policy of failing to pay Employees for hours worked during alleged meal and rest periods for
15 which Employees were consistently denied, as also addressed herein. During the relevant time
16 period, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all
17 hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy
19 and practice that denied accurate compensation to Plaintiff and the other members of the Class as
20 to minimum wage pay.

21 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
22 The minimum wage for employees fixed by the commission is the
23 minimum wage to be paid to employees, and the payment of a less
24 wage than the minimum so fixed is unlawful.

25
26 41. The applicable minimum wages fixed by the commission for work during the
27 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
28 therefore entitled to double the minimum wage during the relevant period.

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

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

9
10 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 44. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
16 liquidated damages in an amount equal to the wages unlawfully
17 unpaid and interest thereon.

18
19 45. Defendants have the ability to pay minimum wages for all time worked and have
20 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
21 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

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

26 ///

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 47. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek.

13 49. Defendants had a common policy and practice of requiring Plaintiff and Employees
14 to perform work, off the clock for which they were not paid wages. Specifically, Plaintiff and
15 Employees were required to perform work during meal periods (when such meal periods were
16 taken), which included work related tasks. All the forgoing work was performed by Employees
17 and under the direction and control of Defendants, for which no wages were paid.

18 50. The forgoing uncompensated work caused Plaintiff and Employees to work in
19 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
20 them to overtime and double-time wages which were systemically denied.

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

27 52. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), 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.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

56. Defendants had a common practice and policy of denying Plaintiff and Employees the opportunity to take 30-minute uninterrupted meal periods, in accordance with California Law. Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as discussed above, Defendants had a common policy and practice of requiring plaintiff and Employees to complete work-related assignments during meal periods.

57. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

58. 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 meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

59. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in

full herein.

60. 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.

61. Defendants have had a common policy and practice of consistently failing to provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to work through their rest breaks, which were systemically denied due to demanding deadlines.

62. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

63. 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.

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

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

65. 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 her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served.

66. 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.

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

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

3 **(Against All Defendants)**

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

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

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

16 71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
17 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

20 **IN VIOLATION OF LABOR CODE § 2802**

21 **(Against All Defendants)**

22 72. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

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

27 74. Employees incurred necessary expenditures in the performance of their job duties
28 for Defendants, namely the cost of cell phone usage and internet usage which were necessary to

1 perform their duties under Defendants' employ. From four (4) years prior to the original filing of
2 this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees
3 for these necessarily incurred business expenses.

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

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 226(a)**
9 **(Against All Defendants)**

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

12 77. California Labor Code § 226(a) requires an employer to furnish each of his or her
13 employees with an accurate, itemized statement in writing showing the gross and net earnings,
14 total hours worked, and the corresponding number of hours worked at each hourly rate; these
15 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
16 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
17 statements may be given to the employee separately from the payment of wages; in either case the
18 employer must give the employee these statements twice a month or each time wages are paid.

19 78. Defendants failed to provide Employees with accurate itemized wage statements in
20 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
21 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
22 and rest periods, all of which Defendants knew or reasonably should have known were owed to
23 Employees, as alleged hereinabove.

24 79. 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.

80. 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.

81. 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.

82. 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)

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

84. 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.

85. 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.

86. 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)

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

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

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

90. 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.

91. 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)

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

93. Plaintiff, on behalf of herself, 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.

94. 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 relief, restitution, and other appropriate equitable relief.

1 95. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

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

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

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

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

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

24 101. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
26 make such orders or judgments, including the appointment of a receiver, as may be necessary to
27 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
28 prohibited by the Business & Professions Code, including but not limited to the disgorgement of

1 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
2 failed to pay.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 5. For compensatory damages in the amount of all unpaid wages, including overtime
15 and double-time pay, as may be proven;
- 16 6. For compensatory damages in the amount of the hourly wage made by Employees
17 for each day requisite rest breaks were not provided or were deficiently provided where no
18 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
19 be proven;
- 20 7. For penalties pursuant to Labor Code § 226(e) for Employees, 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 § 1174.5, as may be proven;
- 24 10. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 25 11. For penalties pursuant to Labor Code §§ 245 and 246, 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;

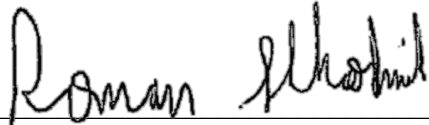
8 17. For an award providing for the payment of the costs of this suit;

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 13, 2023

D.LAW, INC.

13
14 By 

15 Emil Davtyan
16 Roman Shkodnik
17 Amanda Fazio
18 Attorneys for Plaintiff
19 MARISSA BROWN
20 and the putative class
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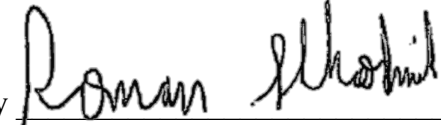
DEMAND FOR JURY TRIAL

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

DATED: September 13, 2023

D.LAW, INC.

By



Emil Davtyan
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
MARISSA BROWN
and the putative class

EXHIBIT 3