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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

RENATO G. VIRAY, on behalf of
himself and all others similarly situated,
and the general public,

Plaintiff,

v.

CARE INDEED, INC., a California
corporation; CARE INDEED HOME
HEALTHCARE, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23CIV04746

CLASS ACTION

*[Assigned for all purposes to the Hon. Mark A.
McCannon, Dept. 2]*

**DECLARATION OF DAVID ARAKELYAN IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
Declaration of Renato G. Viray; Declaration of Sean
Hartranft; Declaration of Jarrett Gorlick; and
[Proposed] Order Granting Plaintiff's Motion for
Preliminary Approval]*

Date: January 15, 2026

Time: 3:00 p.m.

Dept: 2

Original Complaint Filed: October 11, 2023

First Amended Complaint Filed: December 15, 2023

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1 5. Initially, the Parties had agreed to mediate the case on February 25, 2024, but the
2 mediation was cancelled.

3 6. On February 13, 2024, Defendants filed a Demurrer to Plaintiff's First Amended
4 Complaint. Pursuant to the Parties' stipulation regarding a brief schedule, the Court held a hearing
5 on the demurrer on April 18, 2024. The Court issued an order overruling Defendants' demurrer on
6 April 24, 2024.

7 7. The Parties subsequently engaged in discovery efforts, as well as met and conferred
8 regarding the said discovery. In February of 2025, Defendants obtained new counsel, and soon after,
9 the Parties agreed to explore resolution via mediation and engage in informal discovery in
10 preparation for mediation.

11 **Plaintiff's Claims and Defendants' Denials**

12 8. Plaintiff's claims are primarily based on Defendants' alleged failure to pay wages
13 (including minimum and overtime wages), failure to provide meal and rest periods, failure to pay
14 proper sick pay, unlawful receipt and collection of wages, the resulting failure to pay final wages
15 when required and provide accurate wage statements, and largely derivative claims under the UCL
16 and PAGA. Specifically, Plaintiff alleges that Defendants implemented an unlawful time-rounding
17 policy and practice which rounded down and reduced the actual working hours recorded by Plaintiff
18 and Class Members, and upon which their pay was based, and generally did so to their detriment.
19 Plaintiff also alleges that Class Members were consistently required to perform work, off-the-clock,
20 for which they were not paid wages. Plaintiff alleges that Defendants required Plaintiff and Class
21 Members to perform work-related tasks during unpaid meal periods and implemented a common
22 policy and practice of automatically deducting 30-minutes of wages for alleged meal periods which
23 were systemically denied. Additionally, Plaintiff alleges that Defendants systemically required
24 Plaintiff and Class Members to use our cellular phones to conduct work-related activities, off the
25 clock, and before and after the beginning of their shifts.

26 9. Additionally, Plaintiff alleges that Defendants failed to pay Plaintiff and Class
27 Members overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiff
28 and Class Members earned shift differential pay as well as performance-based non-discretionary

1 bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted
2 for when determining Class Members' regular rates of pay, and respective and proper overtime rates
3 of pay. Defendants' practices led to Plaintiff and Class Members not being compensated for all
4 hours worked, resulting in unpaid regular and overtime wages.

5 10. Plaintiff further alleges that he and Class Members were required to perform work-
6 related activities during unpaid meal periods as well as rest period, including using their cellular
7 phones to respond to business-related calls and text messages and remaining on Defendants'
8 premises during meal and rest periods. Additionally, the start of Plaintiff's and Class Members'
9 meal periods were frequently delayed past the fifth hour of their work due to the off-the-clock work
10 and Defendant's failure to schedule them at the proper times. Accordingly, Defendants' practice
11 denied Plaintiff and Class Members the opportunity to take duty free meal periods, to which they
12 were entitled, and they suffered from short, late, and interrupted meal periods. The complaint further
13 alleges that Defendants maintained a policy or practice of not providing Plaintiff and Class Members
14 of with net rest period of at least ten uninterrupted minutes for each four hour work period. The
15 complaint also alleges that Defendants failed to pay the legally required premiums at their regular
16 rate of pay whenever meal and periods were missed, interrupted, or late.

17 11. Moreover, Plaintiff alleges that Defendants implemented a common policy and
18 practice of failing to pay Plaintiff and Class Members proper sick pay at the proper rates of pay and
19 the amount they did pay was not paid at Plaintiff's and Class Members' regular rate as it failed to
20 incorporate any of the bonuses earned by us. Plaintiff also alleges that Defendants had a common
21 policy and practice of unlawfully receiving and/or collecting wages from me and Class Members.
22 Specifically, Defendants' deducted Class Members' vested wages for Screening Fees incurred.

23 12. Finally, Plaintiff alleges that Defendants failed to reimburse Class Members for
24 business expenses incurred in executing our duties under Defendants' employ. Specifically, Plaintiff
25 and Class Members were required to use their cellular phones, both on and off the clock, which was
26 necessary to perform their duties under Defendants' employ. Additionally, Plaintiff and Class
27 Members purchased groceries for Defendant's customers. We were not reimbursed for these
28 necessary work-related expenses.

13. Defendants generally deny all claims alleged in the Action and further deny class and/or representative treatment is appropriate for any purpose other than this Settlement and that they complied with all applicable laws. However, after careful consideration, Defendants have concluded that further litigation would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions herein.

Investigation

14. Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiff, in addition to the above-described research into the various legal issues involved in the case. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting formal and informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendants; and (7) reviewing information provided by Defendants in response to informal discovery and in advance of the mediation. The Parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action, including consulting experts.

15. Defendants, for their part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After analyzing the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims and explore the possibility of settlement.

Settlement Efforts

16. On October 1, 2025, the Parties participated in an all-day mediation with Brandon McKelvey, a respected and highly experienced mediator in wage and hour class actions. During

1 mediation, counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks
2 associated with continued litigation and class certification issues, as well as the law and how it
3 applied to the claims in this case. Following a full day of mediation, the Parties agreed to general
4 settlement terms to resolve the lawsuit. The Parties continued to work together negotiating the long
5 form settlement terms following mediation, as set forth in the Settlement Agreement.

6 17. From Class Counsel's review of the facts, strengths, and weaknesses of the case and
7 the risks and delays posed by further litigation, Class Counsel believes that the recovery for each
8 Class Member is fair and reasonable taking into consideration the amounts received in other wage
9 and hour class actions, the risks inherent in litigation of this genre, and the reasonable tailoring of
10 each Class Member's claim to the settlement award he or she will receive. Further, and based on the
11 settlement negotiations, which were extensive and conducted in good faith and at arm's length
12 between attorneys with substantial experience litigating class actions and wage and hour cases, the
13 Settlement Agreement was the product of a non-collusive settlement process in which the Parties
14 were forced to make significant compromises in the interest of reaching a full and complete
15 settlement of the Action.

16 **Summary of the Settlement**

17 18. Under the terms of the proposed Settlement Agreement, Defendants have agreed to
18 pay a non-reversionary settlement amount of One Million One-Hundred and Ninety-Three
19 Thousand One Hundred and Seventy-Eight Dollars and Zero Cents (\$1,193,178.00) ("Gross
20 Settlement Amount" or "GSA") and to separately pay any and all employer payroll taxes owed on
21 the Wage Portions of the individual Settlement Awards. (See Class Action and PAGA Settlement
22 Agreement, **Exhibit A**, page 5, ¶ 3.1.) The Gross Settlement Amount is in exchange for Plaintiff's
23 and the Settlement Class Members' release of all claims.

24 19. The Settlement Agreement defines the "Class" as all persons employed by Defendant
25 Care Indeed, Inc. in California and classified as hourly, non-exempt employees who worked for
26 Defendant during the Class Period, which is defined as October 11, 2019, through February 1, 2026
27 (the "Class Period.") (*Id.*, page 1, ¶ 1.5 and page 2, ¶ 1.12.) Moreover, the Settlement Agreement
28 defines the "PAGA Members," or aggrieved employees with respect to PAGA, as all non-exempt

employees of Care Indeed, Inc. within the state of California, who worked for Defendant during the
PAGA Period, which is from October 11, 2022, to February 1, 2026 (the “PAGA Period.”). (*Id.*,
page 1, ¶ 1.4 and page 3, ¶ 1.31.)

20. The “Net Settlement Amount,” available for distribution to Class Members, is the
Gross Settlement Amount, less all Class Counsel’s attorneys’ fees and litigation costs, the
Enhancement Award to the Class Representative, the PAGA penalty payment to the Labor and
Workplace Development Agency (“LWDA”), the PAGA Settlement Amount paid directly to the
PAGA Members (“Net PAGA Settlement Amount”) and Settlement administration expenses.
Settlement Awards to the Class Members, and PAGA Awards to the PAGA Members, will be
calculated by the Settlement Administrator and paid out of the Net Settlement Amount. (*Id.*, page
3, ¶ 1.28.) The entire Net Settlement Amount will be paid out *pro rata* to Class Members who do
not opt out, and to PAGA Members. (*Id.*, ¶ 1.23 – 1.24.) These amounts are detailed as follows:

- Up to one-third (33% 1/3) of the GSA, or \$397,726.00, to Class Counsel for Attorneys’ Fees,
and up to \$30,000.00 to Class Counsel for reimbursement of reasonable expenses incurred
to prosecute the Action (*Id.*, page 6, ¶ 3.2.2);
- Up to \$10,000.00 to Plaintiff as an Enhancement Award for service as the class
representative (*Id.*, page 6, ¶ 3.2.1);
- Up to \$15,000.00 to the Settlement Administrator for its fees and costs to administer the
Settlement (*Id.*, page 6, ¶ 3.2.3);
- \$75,000.00 to the LWDA of the State of California for settlement of claims for civil penalties
under PAGA, which will be paid out of the GSA, leaving \$25,000.00 as the Net PAGA
Settlement Amount to be paid to PAGA Members. (*Id.*, page 7, ¶ 3.2.5);

21. If the Court approves the above allocations from the Gross Settlement Amount, the
Net Settlement Amount is estimated to be \$665,452.00 in addition to the Net PAGA Settlement
Amount of \$25,000.00. The Settlement Administrator will calculate the amount to be paid to each
Class Member (“Settlement Award”) based on the number of workweeks the Class Member worked
during the Class Period and the amount to be paid to each PAGA Member (“PAGA Award”) based
on the number of workweeks the PAGA Member worked during the PAGA Period. (*Id.*, page 7, ¶

3.2.4 and ¶ 3.2.5) For the 1,388 Class Members (if no exclusions), the average individual Settlement Award, using a straight average, is approximately \$479.43. If the Court approves a lesser amount for any of the above requested allocations from the Net Settlement Amount, the remainder will be added to the Net Settlement Amount to be distributed to Class Members. (*Id.*, page 7, ¶ 3.2.5.2) The “Individual Class Payment” is each Participating Class Member’s pro rata share of the Net Settlement Amount, which will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Participating Class Member worked during the Class Period as a non-exempt employee in California. (*Id.*, page 3, ¶ 1.2.3) The “Individual PAGA Payment” mean the Aggrieved Employees’ pro rata share of 25% of the PAGA penalties calculated according to the number of Pay Periods worked during the PAGA Period. (*Id.*, page 3, ¶ 1.2.4)

22. The Class Notice is attached to the Settlement Agreement as **Exhibit 1**. The Settlement Administrator will mail the Class Notice by first-class mail to all Class Members no later than 14 days after receiving the Class Members’ names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of work weeks during the Class Period and the PAGA Period (“Class Data”). (*Id.*, page 12, ¶ 7.4.2). The Class Notice includes a summary of the case and settlement terms and provides Class Members with detailed instructions on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay periods attributed to each Class Member per Defendants’ records. (*Id.*, Ex. A, Ex. 1). Class Members will have 45 calendar days from the mailing of the Class Notice to opt out of or object to the Settlement; Class Members will have maximum of fourteen (14) calendar days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until the end of the opt out deadline, whichever is later. (*Id.*, page 13, ¶ 7.5.1).

Certification for Settlement Purposes Only is Appropriate

23. 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. Defendants have agreed to the conditional certification of the class for settlement purposes only. Defendants do not concede that certification is appropriate outside of this Settlement and preserve all rights to oppose certification if, for any reason, the settlement does not become effective. In

1 general, courts may take a proposed settlement into account in evaluating the propriety of class
2 certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a “lesser
3 standard” of scrutiny applies in certifying classes for settlement purposes. *Id.* Therefore, the Court
4 should take into consideration the fact that the Parties have settled their claims and stipulated to
5 certification for settlement purposes when assessing whether the Settlement is fair and reasonable.

6 24. Numerosity and Ascertainability. The putative Class is so numerous that joinder of
7 all members is impractical. Class Members are all current and former non-exempt employees of
8 Defendant Care Indeed, Inc. employed in California during the Class Period (October 11, 2019,
9 through February 1, 2026). Defendants have identified 1,388 Class Members based on review of
10 their payroll and personnel records. Thus, there is numerosity and ascertainability.

11 25. Well-Defined Community of Interest. Plaintiff contends, and Defendants do not
12 dispute for settlement purposes only, that common issues of fact and law predominate as to each of
13 the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter alia*,
14 a determination about Defendants’ alleged failure to provide meal and rest periods, failure to pay
15 minimum wages and overtime due to allegedly common off-the-clock work policies, failure to pay
16 sick pay, unlawful deduction of wages, the resulting failure to pay final wages when required and
17 to provide accurate wage statements; and largely derivative claims under the UCL and PAGA.
18 Plaintiff contends Defendants’ practices affected Class Members in the same way and present
19 questions that are suitable for common adjudication because all Class Members were subject to the
20 same employment policies and practices. The outcome of litigation in this matter depends upon
21 questions that are common to Class Members.

22 26. Typicality. The class representatives’ claims are typical when they arise from the
23 same event, practice, or course of conduct that gives rise to the claims of other putative Class
24 Members, and if their claims rest on the same legal theories. Here, Plaintiff alleges that his claims
25 are typical of Class Members’ claims because they arose from the same factual basis and are based
26 on the same legal theories. Plaintiff and Class Members were employed by Defendants during the
27 Class Period and subject to the allegedly unlawful meal and rest policies and pay practices at issue
28 in this litigation. Thus, the typicality requirement is satisfied.

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

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

17 29. Plaintiff contends that class resolution is superior to other available methods for the
18 fair and efficient adjudication of the controversy as there is little interest or incentive for Class
19 Members to individually control the prosecution of separate actions. Although the alleged injury
20 resulting from Defendants' policies and practices are allegedly real and significant, the cost of
21 individually litigating each such case against Defendants would easily exceed the value of any relief
22 that could be obtained by any one Class Member individually. If Class Members are forced to litigate
23 their claims individually this would result in over 1,388 individual actions against Defendants. Here,
24 the alternative methods of resolution are individual suits for relatively small amounts. Hence, an
25 individual suit would prove uneconomical for potential plaintiffs because litigation costs would
26 dwarf a potential recovery.

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

3 33. As stated above, while Plaintiff and Class Counsel contend the claims asserted in the
4 Action have merit, they also acknowledge the expense and delay of continued litigation. Although
5 the Parties engaged in significant informal discovery in advance of mediation, the Parties still had
6 significant discovery to complete had the matter not settled. This would have required expenditure
7 of substantial time and resources by both Parties that would have very likely spanned several years.
8 Even if Plaintiff were to certify the classes, the parties would incur considerably more attorney fees
9 and costs through a possible decertification motion, trial, and possible appeal. This Settlement
10 avoids those risks and the accompanying expense.

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

12 34. Plaintiff has not yet filed his motion for class certification, and as such, the extent to
13 which Plaintiff proposed classes were certifiable is somewhat speculative. Absent settlement, there
14 was a risk that there would not be a certified class at the time of trial, or if there were, it could consist
15 of a significantly smaller group of employees than the proposed Settlement Class resulting in less
16 overall recovery.

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

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

2 36. On December 18, 2025, Plaintiff submitted the Class Action and PAGA Settlement
3 Agreement and Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
4 and supporting documents to the LWDA. A true and correct copy of the confirmatory email from
5 the LWDA is attached hereto as **Exhibit C.**

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

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

12 38. The strength of the Plaintiff’s case in light of the settlement amount is deemed by
13 courts to be the “most important.” *Clark v. American Residential Services, LLC* (2009) 175
14 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendants failed to pay minimum
15 wages and overtime, failed to provide meal and rest breaks, failed to provide accurate wage
16 statements, failed to pay all wages upon termination, and failed to pay all vacation wages, all in
17 violation of California law. Plaintiff seeks related violations of California’s Business & Professions
18 Code, penalties pursuant to Labor Code § 2699 *et seq.* Summary calculations for estimated liability
19 for each of these claims follow.

20 39. Plaintiff conducted discovery and investigated each of the claims they alleged.
21 Specifically, Defendants produced the following: (a) the version of Defendant’s employee handbook
22 in effect during the Class Period; (b) all versions of Defendant’s policies and procedures pertaining
23 to minimum wages, overtime, meal breaks, and rest breaks, which were in effect during the Class
24 Period; (c) Plaintiff’s personnel files; (d) a sampling of the Class Members’ timekeeping and payroll
25 records; and (e) information on the class demographics including the total number of Class Members
26 during the Class Period and total number of workweeks worked during the Class Period. The merits
27 of each of these claims will be addressed separately below.

28 ///

40. Based on the data provided, Class Counsel estimated the following maximum exposures for 1,388 total Class Members, who worked an estimated 85,227 workweeks during the Class Period, with an average hourly pay rate of \$21.49:

- \$1,831,528.23: for meal and rest period liability [one violation per week x 85,227 weeks x \$21.49];
- \$2,747,292.35: for unpaid wages and overtime [one hour of unpaid time per week x 85,227 weeks x \$32.235 (1.5 times the average rate of pay)];
- \$4,285,965.60: for waiting time penalties under Section 203 [8 hours x 30 days x 813 terminated employees x \$21.49];
- \$3,100,000: for wage statement penalties [\$4,000 maximum penalty x 775 Class Members to whom wage statements were issued during the one-year statutory period];
- \$48,580 for unlawful deductions from wages [\$35 deduction x 1,388 Class Members]
- \$29,828.12: for unpaid sick pay [1,388 class members x \$21.49 x 1 hour];
- \$213,067.50: for unpaid reimbursements [21,306.75 work months x \$10 per month];
- \$3,963,500.00: for penalties under the PAGA [\$100 x 39,635 Pay Periods during the PAGA Period].

Class Counsel estimates the maximum exposure of damages and penalties at \$16,219,761.80.

41. However, taking into account the difficulties of proof, the Defendants' defenses, and other attendant risks, Plaintiff estimates that the total amount of damages, monetary penalties, or other relief that the class could reasonably expect to be awarded at trial is significantly less than the maximum exposure.

Failure to Pay Minimum Wages and Overtime:

42. Throughout their employment, Plaintiff and Class Members were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were systemically required to perform work-related tasks during unpaid meal periods. Additionally, Defendants had a common policy and practice of automatically deducting 30 minutes of wages for alleged meal periods which Plaintiff and Class Members were denied. Additionally, Defendants systematically required Plaintiff and Class Members to use their cellular phones to

1 conduct work-related activities, off-the-clock, both before the beginning and after the end of their
2 shifts.

3 43. Defendants also implemented an unlawful time-rounding policy and practice which
4 rounded down and reduced the actual working hours recorded by Plaintiff and Class Members, and
5 upon which their pay was based, and generally did so to the detriment of the Plaintiff and Class
6 Members. These unlawfully rounded time entries were inputted into Defendants' payroll system
7 from which wage statements and payroll checks were created. Defendants did so with the ostensible
8 intent of paying Plaintiff and Class Members only for the hours they were scheduled to work, rather
9 than the hours they were actually under Defendants' control. Plaintiff contends this policy is not
10 neutral and results, over time, to the detriment of the Plaintiff and Class Members by systematically
11 undercompensating them.

12 44. Finally, Plaintiff contends that Defendants also failed to pay him and Class Members
13 overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and Class
14 Members earned shift differential pay as well as performance-based non-discretionary bonuses in
15 addition to their hourly pay. However, these supplemental earnings were not accounted for when
16 determining Class Members' regular rates of pay, and respective and proper overtime rates of pay.
17 Defendants' practices led to Plaintiff and Class Members not being compensated for all hours
18 worked, resulting in unpaid regular and overtime wages.

19 45. Defendants contend that they paid for all reported hours worked, that Class Members
20 were trained to record all hours worked, and that it paid proper minimum wages. Defendants also
21 maintain that the allegations regarding failure to pay wages for hours worked in excess of eight
22 hours in a day did not constitute a basis for violation of Labor Code § 510 as most class members
23 would qualify for the personal attendant exemption, where overtime is not payable until after 9 hours
24 of work per day (pursuant to the Domestic Worker Bill of Rights, AB 241). Defendants argue that
25 given their written policies and practices, any unrecorded hours were likely subject to individualized
26 inquiry and unlikely to be certified. Given the difficulty in certifying this claim, Class Counsel had
27 to apply a significant discount to damages based on this theory.

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1 46. Class Counsel estimated Defendants' exposure on unpaid wages claims to be
2 approximately \$2,747,292.35: for unpaid wages and overtime [one hour of unpaid time per week x
3 85,227 weeks x \$32.235 (1.5 times the average rate of pay)]. However, given Defendant's defenses
4 and the potential hurdles facing certification of off-the-clock claims, Class Counsel applied an 80%¹
5 discount making for an adjusted realistic exposure of \$549,458.47 for Defendants.

6 Meal Periods and Rest Breaks:

7 47. Plaintiff argued that Defendants had a common practice and policy of denying compliant
8 meal periods. Specifically, Plaintiff and Class Members were required to perform work-related
9 activities during unpaid meal and rest periods, including using their cellular phones to respond to
10 business-related calls and text messages and remaining on Defendants' premises during our meal
11 and rest periods. Additionally,, the start of Plaintiff's and Class Members' meal periods were
12 frequently delayed past the fifth hour of their work due to the off-the-clock work and Defendant's
13 failure to schedule them at the proper times. Accordingly, Defendants' practice denied Plaintiff and
14 Class Members to take duty free meal periods, to which they were entitled, and suffer from short,
15 late, and interrupted meal periods. Plaintiff also alleges that Defendants failed to pay the legally
16 required premium at their regular rate of pay whenever meal periods were missed, interrupted, or
17 late.

18 48. Furthermore, for each meal period missed, of less than 30 minutes, or taken late for which
19 the employee was not provided a reasonable opportunity to take a complete and timely meal period,
20 an employer must pay the employee an additional one hour of compensation at employees' regular
21 rate of pay. Labor Code § 226.7. This additional hour of compensation is referred to as "premium
22 pay." To comply with these laws, every employer must keep, for each employee, accurate time
23 records showing when the employee begins and ends each work period and takes his or her meal
24 periods. See Wage Order 4-2001(7)(A)(3). Plaintiff alleged that Defendants failed to pay premium
25 pay to Plaintiff and Class Members whenever meal periods were missed, interrupted, or late.

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28 ¹ Considering such discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. See Findings of the Study of California Class Action Litigation, 2000-2006, available at <https://courts.ca.gov/sites/default/files/courts/default/2024-12/class-action-lit-study.pdf>.

49. Defendants disagreed with Plaintiff's contentions regarding meal breaks. Defendants argued that their written meal break policies were valid and disseminated to all employees and that Class Members had executed meal period waivers. Defendants contended that Class Members were given a reasonable opportunity to take their meal periods, and in fact received their meal periods most of the time. Additionally, Defendants contend that the personal attendant exemption pertains to Plaintiff meal as well as rest period claims, diminishing the liability to near zero. Defendants also contended that differences in how the various employees performed their daily duties would have led to individualized issues predominating and precluded class certification.

50. The same arguments applied to rest periods. Plaintiff contends that Defendants did not provide Class Members with paid 10-minute rest breaks for every four hours or major fraction thereof. The Class Members were systematically denied the opportunity to take rest periods since they were not relieved of their duties and were consistently required to work through their rest breaks due to the excessive workloads. Lastly, the inaccurate recordkeeping practices described above, and the off-the-clock work done by Class Members resulted in the rest periods falling outside of the timeline authorized under California law.

51. Defendants maintain that they did provide the reasonable opportunity for Class Members to take duty-free rest breaks. Defendants also pointed out that, unlike meal periods, rest breaks need not be recorded, and Defendants dispute all allegations that breaks were not received. Defendants also contended that the personal attendant exemption applies to the vast majority of Class Members, significantly decreasing Defendants' liability on the rest break claim. As these considerations would likely depress the damages *vel non* ultimately awarded, Class Counsel applied significant and appropriate discounts to the rest-break claim.

52. Class Counsel estimated Defendants' maximum total combined exposure for both the meal break and the rest break claims at approximately \$1,831,528.23: for meal and rest period liability [one violation per week x 85,227 weeks x \$21.49]. However, Class Counsel believes this estimate is high given Defendants' defenses and the potential for individualized issues to become a significant obstacle to certification of this claim. As such, Class Counsel provided an 80% discount making Defendants' adjusted realistic exposure \$366,305.65.

1 Inaccurate Wage Statement Violations:

2 53. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover \$50 for initial
3 violations for inaccurate wage statements and \$100 for subsequent violations, up to a maximum of
4 \$4,000 per employee. Plaintiff alleged Defendants issued wage statements to Plaintiff and Class
5 Members that did not accurately list all hours worked by omitting off-the-clock work and
6 inaccurately listing applicable hourly rates.

7 54. Defendants challenged Plaintiff's claim for Labor Code § 226(e) penalties, including by
8 arguing they were merely derivative of the other claims that lacked merit, and Plaintiff's failure to
9 prove the underlying claims could result in the dismissal of these derivative claims. Defendants also
10 argued that it did not knowingly and intentionally commit these alleged violations. *See, e.g.*, Labor
11 Code § 226(e) (recovery of penalties requires showing there was "a knowing and intentional failure
12 by an employer").

13 55. Class Counsel estimated Defendants' maximum total exposure on the section 226 claim
14 at approximately \$3,100,000 (maximum of \$4,000 per violation x 775 employees who received
15 weekly paystubs during the 1-year statute of limitations)). After considering Defendants'
16 contentions and the potential class certification issues, Class Counsel discounted this amount by
17 80% to get an adjusted realistic exposure of \$620,000.00.

18 Unlawful Receipt and Collection of Wages

19 56. Plaintiff alleges that Defendants unlawfully collected and received wages from Plaintiff
20 and Class Members in violation of Labor Code § 221. Specifically, Plaintiff alleges that
21 Defendants deducted screening fees from Plaintiff's and Class Members' wages, generally in the
22 amount of \$35 from their paychecks at the start of their employment, without their knowledge.
23 Plaintiff further alleges that Defendants' handbooks are silent regarding this deduction, which was
24 not authorized by the Class Members.

25 57. Defendants challenge Plaintiff's claims for Labor Code § 221 violations by stating that
26 Class Members had consented to this deduction and that they were informed about it ahead of
27 time. Defendants also argued that it did not knowingly and intentionally commit these alleged
28 violations.

1 58. Plaintiff's Counsel estimated Defendants' maximum total exposure on the section 221
2 claim at approximately \$48,580.00 (a one-time deduction of \$35 from each of the 1,388 Class
3 Members). After considering Defendants' contentions and the potential class certification issues,
4 Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of \$9,716.00.

5 Unpaid Reimbursement Claim

6 59. Plaintiff alleges that Defendants failed to reimburse Plaintiff and Class Members for
7 necessary business expenses, in violation of California wage laws. Plaintiff contends that Class
8 Members were not paid all reimbursements owed to them during their employment with
9 Defendants. Specifically, Plaintiff contends that he and Class Members were required to use their
10 personal cellular phones for work (including downloading and using a timekeeping application),
11 drive their personal vehicles, and purchase groceries for patients. Plaintiff further contends that
12 despite his and Class Members' repeated requests, Defendant failed to reimburse class members
13 for their expenses.

14 60. Defendants contend that they properly paid out all reimbursements to Class Members
15 for authorized business expenses. Defendants also asserts that they maintained a robust and
16 compliant Reimbursement policy, which was contained in its Employee Handbook and was
17 disseminated to Class Members at the outset of their employment with Defendants. Specifically,
18 Defendants contend that their policy provided for a monthly stipend and also promised extra pay
19 to those Class Members whose phone plan costs exceeded the stipend. Defendants contend that the
20 allegations regarding failure to indemnify Class Members for necessary business expenses did not
21 constitute a basis for violation of California Labor Code § 2802. Defendants argue that given their
22 written policies and practices, any unrecorded and/or unpaid reimbursements were likely subject
23 to individualized inquiry and unlikely to be certified. Given the difficulty in certifying this claim,
24 Class Counsel had to apply a significant discount to damages based on this theory.

25 61. Based on the above detailed facts, Class Counsel estimated Defendant's maximum total
26 exposure on the reimbursement claim at approximately \$213,067.50 (21,306.75 work months x
27 \$10 a month) or (85,227 workweeks x \$2.50 per workweek in phone/uniform expenses). The \$10
28 expense assumption represents the added cost of using the cellular phones for work purposes, the

1 miles driven, and the groceries purchased. Plaintiff believes that a \$10 monthly expense for
2 telephone use and uniforms is relatively high in light of the infrequency of cellular phone use and
3 the relatively low number of miles driver on a weekly basis. Class Counsel also believes this
4 estimate is high given that many individualized issues would apply making certification of this
5 claim difficult to achieve.

6 Failure to Pay Final Wages at Termination or Separation:

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

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

18 64. Defendants challenged this claim under Labor Code § 203 with several arguments,
19 including that this claim is merely derivative of the other claims that lacked merit and that under
20 Labor Code § 203, employers are only obligated to pay waiting-time penalties if they "willfully"
21 fail to pay wages due and owing at the time of termination or resignation. As Title 8, California
22 Code of Regulations, § 13520 states: "A willful failure to pay wages within the meaning of Labor
23 Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when
24 those wages are due. However, a good faith dispute that any wages are due will preclude imposition
25 of waiting time penalties under Section 203." Defendants argued that their good faith disputes and
26 lack of willfulness would excuse its violations. Defendants maintained that because they had viable
27 defenses in both law and fact, such penalties were subject to a three-year limitations period under
28 Labor Code § 203(b).

65. Plaintiff's Counsel estimated Defendants' maximum total exposure on the section 203 claim at approximately \$4,285,965.60 (813 terminated employees during the relevant period x 30 days x \$21.49 average hourly rate per year x 8 hours per workday). Given the foregoing arguments, Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of \$857,193.12.

Unpaid Sick Pay:

66. Plaintiff alleges that Defendants consistently failed to provide Class Members with sick leave or paid time off of not less than one hour per every 30 hours worked and no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period, pursuant to Labor Code § 246. Additionally, Plaintiff further alleges that whatever payments were made by Defendant for sick leave were not paid at the proper regular rate of pay of Class Members as they did not incorporate the bonuses paid out to Class Members.

67. Defendants disagree with Class Counsel's assessment of the sick leave payments made to Class Members. Defendants also assert that they have a compliant sick leave policy, which is compliant with California law. Defendants cite to their policy, which guarantees accrual of maximum of 48 hours of sick leave for those employees who worked more than 30 days in a calendar year. Defendants also point out that it has consistently paid out sick leave pay to its employees throughout the Class Period and does not have any outstanding liability. Defendants also contend that many Class Members did not work long enough to qualify for sick pay.

68. Indeed, Plaintiff's estimate of 1 hour of sick pay per Class Member is liberal since it assumes that Class Members who never qualified for sick pay would have been owed such payments by Defendants. If this case were to proceed to certification, the subclass of Class Members who were actually entitled to sick pay under the governing law would be very small in proportion to the full class size. This would result in a very small and insignificant amount of total damages for sick pay violations

69. Plaintiff's Counsel estimated Defendants' maximum total exposure on the sick leave claim at approximately \$29,828.12 (1,388 Class Members during the relevant period x 1 hour of

1 sick pay during the Class Period x \$21.49 average hourly rate per year). Given the foregoing
2 arguments, Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of
3 \$5,965.62.

4 PAGA Penalties:

5 70. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows
6 Plaintiff to obtain civil penalties on behalf of himself and other aggrieved employees for
7 Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5.
8 Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil
9 penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one (\$100) for each
10 aggrieved employee per pay period for the initial violation. Pursuant to Labor Code § 2699(i),
11 seventy-five (75) percent of the penalties recovered must be allocated to the Labor and Workforce
12 Development Agency (LWDA), with the remaining twenty-five (25) percent allocated to the
13 affected employees. The limitations period as for all penalties is one year prior to the filing of the
14 complaint.

15 71. The provisions of the Labor Code potentially triggering PAGA penalties in this case
16 include but are not limited to Labor Code §§ 203, 226(a), 226.3, 226.7, 246, 510, and 1194. PAGA
17 penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that "a court
18 may award a lesser amount than the maximum civil penalty amount specified by this part if, based
19 on the facts and circumstances of the particular case, to do otherwise would result in an award that
20 is unjust, arbitrary and oppressive, or confiscatory." *See Thurman v. Bayshore* (2012) 203 Cal. App.
21 4th 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendants
22 contested Plaintiff's claim for PAGA penalties.

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

73. Class Counsel estimated Defendants' maximum total exposure on PAGA claims at approximately \$3,963,500.00 (39,635 PAGA Pay Periods x \$100) for 775 Aggrieved Employees. However, Class Counsel also estimated any PAGA recovery would be substantially reduced, and applied discounts in light of the countervailing arguments with regard to the other causes of action and the Court's power to award "a lesser amount than the maximum civil liability." The PAGA allocation agreed upon by the Parties therefore was \$100,000.00, subject to the Court's final approval. In addition, the Parties believe that the bulk of the recovery in this settlement should go to the employees, who suffered the harm from the violations of the Labor Code, rather than the State of California. As the Courts have discretion over the amount of PAGA penalties awarded, the Parties felt that allocating a bigger portion to the Class Settlement would be more beneficial to all employees, including the Aggrieved Employees. Also, Defendants conducted an audit of their records and corrected many of its practices after the filing of this matter, which warrants a further discount on the PAGA settlement allocation.

Unfair Business Practices

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

Summary

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

76. Class Counsel had to apply appropriate discounts in light of the facts and law as discussed above. In addition, Defendants argued that said employees were dissimilarly situated co-workers, making the certification of all Class Members less than a certainty. This Settlement, like

1 most others, was the product of compromise. As addressed above, Plaintiff estimated that
2 Defendants faced approximately \$6,585,206.36 in total realistic exposure on Plaintiff's main
3 claims. The Gross Settlement Amount of **\$1,193,178.00** therefore represents a recovery for the
4 Class Members of approximately 18.1% of the total realistic exposure Plaintiff estimated
5 Defendants could face on these class-wide claims.

6 **Class Counsel Fees Payment is Fair and Reasonable**

7 77. Under the Settlement, Class Counsel requests, without opposition from Defendants, an
8 award of \$397,726.00 for attorneys' fees and up to \$30,000.00 for reasonable expenses incurred to
9 prosecute the Action. This request is fair, reasonable, and adequate to compensate Class Counsel
10 for the substantial work they have put into this case and, moreover, the risk they assumed by
11 taking it in the first place as they will not receive any compensation for their efforts until recovery
12 is obtained for the Class. The attorneys' fees award is intended to reimburse Class Counsel for all
13 uncompensated work that they have already done and for all the work they will continue to do in
14 carrying out and overseeing the notification to Class Members, communicating with Class
15 Members regarding their claims, and assisting in the administration of the Settlement if it is
16 preliminarily approved. The requested fee is reasonable for the services provided to Class
17 Members and for the benefits they are to receive.

18 **Class Representative Enhancement Award is Fair and Reasonable**

19 78. Plaintiff is entitled to a reasonable enhancement award for his efforts and initiative in
20 bringing and helping to prosecute this action. Plaintiff spent significant time better apprising himself
21 of his rights, deciding whether remedial action should be taken, how it should be taken, searching
22 for attorneys, and contacting Class Counsel, who spent many hours with Plaintiff discussing the
23 case and the law. In the end, Plaintiff decided to vindicate not only his own rights but also those of
24 co-workers by filing a class action lawsuit. Plaintiff did not allow his fear of the potential
25 repercussions of being a class representative deter her from acting for the benefit of Class Members.
26 To the contrary, Plaintiff has been intimately involved in this case since its inception. He has devoted
27 a substantial amount of time to helping Class Counsel effectively develop and prosecute this action
28 at every stage of the litigation.

1 79. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel on
2 to discuss every aspect of his case. Plaintiff provided Class Counsel with information about
3 Defendants and about the industry generally, produced and reviewed documents, identified
4 witnesses, consulted with Class Counsel regarding litigation strategy, participated in the mediation
5 process, monitored the progress of the litigation with Class Counsel, and reviewed and signed the
6 Settlement Agreement. Plaintiff has spent a significant amount of time with Class Counsel detailing
7 his knowledge of Defendant's practices. He has diligently, adequately, and fairly represented Class
8 Members, and has not placed his interests above any member of the putative class. This sort of
9 payment to a class representative has been a common feature of settlements negotiated by Class
10 Counsel and has been routinely approved by trial courts.

11 80. In light of the foregoing, Class Counsel believes that the enhancement award in the
12 amount of \$10,000.00 to the Class Representative is fair and reasonable.

13 **Proposed Class Notice Provides Adequate Notice**

14 81. The notification procedure set out in the Settlement Agreement provides the greatest
15 likelihood that each and every Class Member will receive the Class and PAGA Notice, attached to
16 the Settlement as **Exhibit 1**. Under the Settlement, the Settlement Administrator will mail the
17 Class and PAGA Notice to the Class Members via first-class mail no later than 14 days following
18 the receipt of the Class Data. (**Ex. A**, p. 12, ¶ 7.4.2). The Class Notice shall be mailed to Class
19 Member not later than 14 (fourteen) days after the Settlement Administrator receives the Class
20 Data/Class List from Defendant. Before mailing, the Settlement Administrator will perform a
21 search based on the National Change of Address Database for information to update and correct
22 for any known or identifiable address changes. (**Exh. A**, page 12, ¶ 7.4.3.) If the Class Notice is
23 returned as non-deliverable on or before the Response Deadline and a new address is obtained by
24 way of a returned Class Notice, then the Settlement Administrator will promptly forward the
25 original Class Notice to the updated address via first-class regular U.S. mail, indicating on the
26 original packet the date of such re-mailing. (*Id.*). This is the best and most practicable way to
27 ensure the greatest possible number of Class Members will receive the Class and PAGA Notice.

28 ///

82. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the claims involved, the terms of the settlement, and their options thereunder. It provides for a specific procedure to seek exclusion from the Class, disputing Class data, and for lodging objections to the settlement. In the Class Notice, Class Members will also receive Class Counsel's contact information so they can speak to attorneys conversant with the legal and factual issues involved in this case, as well as the contact information for the Settlement Administrator. The efforts taken to ensure that Class Members receive the Class Notice and are well informed about the settlement are reasonable and provide the best notice practicable under the facts.

Qualifications and Adequacy of Class Counsel

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

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

85. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632

276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern

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

86. I am an Associate Attorney at D.Law, focusing exclusively on class action and PAGA cases. I was admitted to the California Bar in May of 2021. I received both my B.A. and J.D. from University of California, Los Angeles (UCLA). Since graduating from law school, I have practiced exclusively in the area of employment law, including both defense side and Plaintiff side positions.

87. During my career, I have represented employees in wage-and-hour class action lawsuits as counsel, and I have worked to obtain six and seven figure settlements against a range of defendants. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter.

88. I am experienced in prosecuting employment matters, particularly class actions. In addition to the present case, I am also class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions throughout California.

89. Attorney David Keledjian is a Senior Counsel at D.Law where he manages a significant number of class action and PAGA cases. Mr. Keledjian was admitted to the California Bar in December 2008. He received his J.D. from Trinity Law School in May of 2015. Since graduating from law school, Mr. Keledjian dedicated virtually his entire career on the practice of employment

1 law. He has significant experience specifically working on wage and hour class actions from the
2 plaintiff's side as well as the defense side, with the majority of his experience coming from the
3 plaintiff's side.

4 90. Mr. Keledjian's experience in litigating employment wage and hour matters has been
5 integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and
6 generally negotiating fair and reasonable class action settlements. Practice in the narrow field of
7 wage and hour litigation requires skill and knowledge concerning the constantly evolving
8 substantive law (state and federal), as well as the procedural law of class action litigation. In this
9 action, Mr. Keledjian is fully equipped to use the skills and knowledge he has developed.
10 Therefore, on the account of his resources, experience, and knowledge, Mr. Keledjian is well
11 qualified to act as Class Counsel and represent Plaintiff and the putative Class Members in this
12 action.

13 91. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
14 Plaintiff. Mr. Yeremian graduated from UC Berkeley in 1997 and received his law degree and MBA
15 from UCLA in 2001. Mr. Yeremian has been honored as a Super Lawyers Rising Star in 2009, 2010,
16 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr. Yeremian has
17 focused exclusively on representing employees, including in wage-and-hour class actions. During
18 his career, Mr. Yeremian has represented employees in hundreds of wage-and-hour class action
19 lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern
20 Districts of California), and has obtained six and seven-figure settlements against a range of
21 defendants, including Fortune 500 companies.

22 92. The collective experience of the D.Law attorneys in litigating employment wage and hour
23 matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a
24 case, and generally negotiating fair and reasonable class and representative action settlements.
25 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the
26 constantly evolving substantive law (state and federal), as well as the procedural law of class and
27 representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the
28 skills and knowledge developed over decades of prosecuting and defending wage and hour class

1 actions to fairly and adequately represent the interests of the Class Members and aggrieved
2 employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law
3 are well-qualified to act as class counsel and represent the Plaintiff and the putative Class Members
4 and aggrieved employees in this action.

5 93. We understand the responsibilities owed as counsel to the Settlement Class Members
6 and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the claims
7 asserted in this action, and have remained committed to dedicating the resources necessary to
8 represent the Settlement Class and vigorously pursue their claims. Based upon my experience and
9 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
10 and reasonable for the Class Members and Aggrieved Employees and all involved, and that the
11 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
12 am not aware of any conflict of interest with Plaintiff or any other Class Member that would
13 interfere with the duties as Class Counsel.

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

16 Executed this 18th day of December, 2025, at Glendale, California.

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19 _____
20 David Arakelyan
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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff RENATO G. VIRAY (“Plaintiff”) and Defendants CARE INDEED, INC. and CARE INDEED HOME HEALTHCARE, INC. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Renato G. Viray v. Care Indeed, Inc., et al.* initiated on October 11, 2023, and pending in Superior Court of the State of California, County of San Mateo, Case No. 23CIV04746.
- 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all non-exempt hourly employees of Care Indeed, Inc. within the state of California during the PAGA Period.
- 1.5 “Class” means all persons employed by Care Indeed, Inc., collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the Class Period.
- 1.6 “Class Counsel” means David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from October 11, 2019, through February 1, 2026.
- 1.13 “Class Representatives” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Mateo.
- 1.16 “Defendants” means named Defendants CARE INDEED, INC., and CARE INDEED HOME HEALTHCARE, INC.
- 1.17 “Defense Counsel” means Alexander Polishuk and Grant Horton of POLSINELLI LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means One Million One Hundred Ninety-Three Thousand One Hundred Seventy-Eight Dollars and Zero Cents (\$1,193,178.00) which is

the total amount Defendants agree to pay under the Settlement except and subject to the escalation provision under Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31 "PAGA Period" means the period from October 11, 2022, to February 1, 2026.
- 1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 "PAGA Notice" means Plaintiff's October 11, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means RENATO G. VIRAY, the named Plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means: Defendants and each of their former and present employees, managers, supervisors, agents, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1 On October 11, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for 1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); 4) Failure to Pay Proper Sick Pay (Lab. Code

§ 246); 5) Unlawful Receipt and Collection of Wages (Lab. Code §§ 221); 6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); 8) Failure to Indemnify (Lab. Code § 2802); and 9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). Subsequently, on December 15, 2023, Plaintiff filed his First Amended Complaint (“FAC”), adding a tenth cause of action for Civil Penalties pursuant to the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

The FAC is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on October 11, 2023.

2.3 On October 1, 2025, the Parties participated in an all-day mediation presided over by Brandon McKelvey, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for Class Members and the Aggrieved Employees along with Defendants’ handbooks, policies, and procedures in effect during the Class Period. Plaintiff was able to retain experts, who analyzed the relevant data and produced a damage analysis report. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants shall pay One Million One Hundred Ninety-Three Thousand One Hundred Seventy-Eight Dollars and Zero Cents (\$1,193,178.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The GSA is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendants will pay separately.

The GSA will be paid 30 days after the Court grants final approval.

The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiff: Class Representative Service Payments to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be Three Hundred Ninety-Seven Thousand Seven Hundred Twenty-Six Dollars and Zero Cents (\$397,726.00) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. Class Counsel represents that the 20% Wage/80% Non-Wage tax allocation is reasonable and based on their good faith evaluation.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) except for a showing of good

cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% 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. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Thousand Dollars (\$100,000.00) to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks. Based on a review of their records to date, Defendants estimate there are 1,388 Class Members who collectively worked a total of 85,227 Workweeks.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes in a single payment. The GSA will be paid 30 days after final approval.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement

Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to The California Unclaimed Property Fund ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
 - 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Plaintiff, Class Members, and Class Counsel release claims against all Released Parties as follows:

- 5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.

Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged 1) Failure to Provide Meal Periods; 2) Failure to Provide Rest Periods; 3) Failure to Pay Hourly Wages and Overtime; 4) Failure to Pay Proper Sick Pay; 5) Unlawful Receipt and Collection of Wages; 6) Failure to Provide Accurate Written Wage Statements; 7) Failure to Timely Pay All Final Wages; 8) Failure to Indemnify; 9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) and (10) PAGA Penalties during the PAGA Period. Except as set forth in Sections 5.1 and 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

5.4 Covenant Not to Sue: Plaintiff, all Participating Class Members, and all Aggrieved Employees hereby covenant and agree not to institute, maintain, or prosecute any Released Class Claims or Released PAGA Claims against any Released Party..."

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed

Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from the Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator and/or the proposed Cy Pres; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, if applicable substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on

whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members

whose Class Notice is re-mailed) to challenge the number of Class Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

- 7.8.1 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the

number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator’s Declaration. Not later than 21 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,388 Class Members and 85,227 Workweeks during the Class period and (2) there were 775 Aggrieved Employees who worked 39,635 Pay Periods during the PAGA Period. Should the qualifying workweeks increase beyond 10% worked by the Class Members during the aforementioned period (i.e., by more than 8,523 workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%), meaning Defendants will increase the Gross Settlement Amount by the percentage amount above ten

percent (10%) (e.g., if the number of workweeks increases by 11%, the Total Settlement Amount will increase by one percent (1%)).

9. **DEFENDANTS' RIGHT TO WITHDRAW:** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 25% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement, including (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 10.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment

and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena from a class member, or issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 Confidentiality After Final Approval. Following the Final Approval Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity other than the net dollar amount of recovery.

12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Plaintiff Viray agrees not to solicit or assist any employee in new litigation unless required to do so by law nor disparage Defendants. Nothing in this section prevents Plaintiff Viray from responding to subpoenas, whether for production of documents, or trial, arbitration, or deposition and providing truthful testimony,

12.5

12.6 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.7 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take

all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties specifically agree that any amendments to the Settlement Agreement may be made by stipulation.

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

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

To Plaintiff:

D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465

To Defendants:

POLSINELLI LLP
Alexander Polishuk
apolishuk@polsinelli.com
Grant Horton
ghorton@polsinelli.com

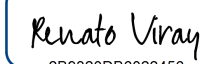
2049 Century Pak Ave East, Suite 2900
Los Angeles, CA 90067
Telephone: (310) 229-1310

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

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

PLAINTIFF/CLASS REPRESENTATIVE

DATED: 12/12/2025, 2025

DocuSigned by:

By: _____
Plaintiff RENATO G. VIRAY

DEFENDANTS

DATED: 12/17/2025, 2025

DocuSigned by:

By: _____
DEE BUSTOS, Chief Executive Officer
Authorized to sign on behalf of Defendants
CARE INDEED, INC., and CARE INDEED
HOME HEALTHCARE, INC.

APPROVED AS TO FORM:

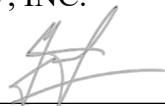
DATED: 12/17/2025, 2025

POLSINELLI LLP

Signed by:
By: 
76338C9D29D044B
Alexander Polishuk
Grant Horton
Attorneys for Defendants

DATED: December 12, 2025

DLAW, INC.

By: 
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Renato G. Viray v. Care Indeed, Inc., et al.
San Mateo Superior Court, Case No. 23CIV04746

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants CARE INDEED, INC. and CARE INDEED HOME HEALTHCARE, INC. ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Plaintiff RENATO G. VIRAY ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members") who worked for Defendant during the Class Period (October 11, 2019 through December 1, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (October 11, 2022 through December 1, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] Pay Periods** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, sick pay, unlawful receipt and collection of wages, final wages, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they have complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Brandon McKelvey, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$1,193,178.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement Amount (GSA) into an account controlled by the Administrator of the Settlement based on a payment plan. The GSA will be paid in two equal installments with the first payment occurring no later than on June 17, 2026, or 60 days after final approval (whichever is later), and the second payment occurring on November 17, 2026.

The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$397,726.00 (33.3% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- b. Up to \$10,000.00 in Class Representative Awards to the named Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- c. Up to \$15,000.00 to the Administrator for services administering the Settlement.
- d. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check

will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action.

Except as set forth in Section 5 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Renato G. Viray v. Care Indeed, Inc., et al.*, San Mateo Superior Court, Case No. 23CIV04746, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 14 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://apexclassaction.com> or the Court's website <https://odyportal-ext.sanmateocourt.org/portal-external>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Renato G. Viray v. Care Indeed, Inc., et al.*, San Mateo Superior Court, Case No. 23CIV04746, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in [REDACTED] Department of the San Mateo Superior Court, Civil Division, located at 400 County Center, 1st Floor, Room A, Redwood City, CA 94063. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via San Mateo County Superior Court Remote Appearances Link (<https://sanmateo.courts.ca.gov/system/files/general-information/zoomhearingcredentials.pdf>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://apexclassaction.com> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [the Settlement Administrator's](https://apexclassaction.com) website at <https://apexclassaction.com>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case Number for the Action, Case No. 23CIV04746. You can also make an appointment to personally review court documents in the Clerk's Office at the San Mateo Courthouse by calling (650) 261-5100.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

D.Law, Inc.

Emil Davtyan

emil@d.law

David Yeremian

d.yeremian@d.law

David Keledjian

d.keledjian@d.law

David Arakelyan

d.arakelyand@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Settlement Administrator:

Name of Company: Apex Class Action LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone: 800-355-0700

Fax Number: 949-989-4428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Renato G. Viray v. Care Indeed, Inc., et al.
San Mateo Superior Court, Case No. 23CIV04746

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants CARE INDEED, INC. and CARE INDEED HOME HEALTHCARE, INC. (“Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Plaintiff RENATO G. VIRAY (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (October 11, 2019 through December 1, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (October 11, 2022 through December 1, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Pay Periods** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, sick pay, unlawful receipt and collection of wages, final wages, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they have complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Brandon McKelvey, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$1,193,178.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement Amount (GSA) into an account controlled by the Administrator of the Settlement based on a payment plan. The GSA will be paid in two equal installments with the first payment occurring no later than on June 17, 2026, or 60 days after final approval (whichever is later), and the second payment occurring on November 17, 2026.

The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$397,726.00 (33.3% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- b. Up to \$10,000.00 in Class Representative Awards to the named Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- c. Up to \$15,000.00 to the Administrator for services administering the Settlement.
- d. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Pay Periods.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check

will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action.

Except as set forth in Section 5 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Renato G. Viray v. Care Indeed, Inc., et al.*, San Mateo Superior Court, Case No. 23CIV04746, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 14 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://apexclassaction.com> or the Court's website <https://odyportal-ext.sanmateocourt.org/portal-external>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Renato G. Viray v. Care Indeed, Inc., et al.*, San Mateo Superior Court, Case No. 23CIV04746, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in [REDACTED] Department of the San Mateo Superior Court, Civil Division, located at 400 County Center, 1st Floor, Room A, Redwood City, CA 94063. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via San Mateo County Superior Court Remote Appearances Link (<https://sanmateo.courts.ca.gov/system/files/general-information/zoomhearingcredentials.pdf>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://apexclassaction.com> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [the Settlement Administrator's](https://apexclassaction.com) website at <https://apexclassaction.com>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case Number for the Action, Case No. 23CIV04746. You can also make an appointment to personally review court documents in the Clerk's Office at the San Mateo Courthouse by calling (650) 261-5100.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Settlement Administrator:

Name of Company: Apex Class Action LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone: 800-355-0700

Fax Number: 949-989-4428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

October 11, 2023

VIA ON-LINE SUBMISSION AND MAIL:

<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

Care Indeed, Inc.

Thoits Law, A Professional Corporation, Registered Corporation 1505 Agent
Attn: Anne E. Senti-Willis
400 Main Street, Suite 250
Los Altos, CA 94022
Certified Mail Tracking Number: 9414 8112 0620 3645 8437 11

Care Indeed Home Health Care, Inc.

Thoits Law, A Professional Corporation, Registered Corporation 1505 Agent
Attn: Anne E. Senti-Willis
400 Main Street, Suite 250
Los Altos, CA 94022
Certified Mail Tracking Number: 9414 8112 0620 3645 8477 33

Care Indeed, Inc.

890 Santa Cruz Ave., Suite A
Menlo Park, CA 94025
Certified Mail Tracking Number: 9414 8112 0620 3645 8952 77

Care Indeed Home Health Care, Inc.

890 Santa Cruz Ave., Suite A
Menlo Park, CA 94025
Certified Mail Tracking Number: 9414 8112 0620 3645 8912 55

LWDA Case No.: LWDA-CM-987070-23

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
*Renato G. Viray v. Care Indeed, Inc, et al.***

Gentlepersons:

This office represents Plaintiff Daniel Carrillo (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 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”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, Care Indeed, Inc. Care Indeed Home Healthcare, 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 Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in San Mateo County 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 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

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”).

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

First, Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Aggrieved Employees, and upon which their pay was based, and generally did so to the detriment of the Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they were actually under Defendants’ control. Plaintiff contends this policy is not neutral and results, over time, to the detriment of the Aggrieved Employees by systematically undercompensating them.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were required to perform work-related tasks during unpaid meal periods. Defendants implemented a common policy and practice of automatically deducting 30-minutes of wages for alleged meal periods which were systemically denied. Additionally, Defendants systemically required Aggrieved Employees to use their cellular phones to conduct work-related activities, off the clock, and before and after the beginning of their shifts. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.



This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees earned shift differential pay as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay, and respective and proper overtime rates of pay.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, Aggrieved Employees were prohibited from leaving the work premises during meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth and tenth hours of work. Furthermore, Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' policy of requiring Aggrieved Employees to remain on the premises during meal periods; and (4) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their rest breaks; (4) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

Defendants had a common policy and practice of unlawfully receiving and/or collecting wages from Aggrieved Employees. Specifically, Defendants deducted Aggrieved Employees' vested wages for Screening Fees incurred.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Aggrieved Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. Additionally, the sick pay paid to Aggrieved Employees did not account for the shift differential



pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing.” Additionally, the wage statements issued to Aggrieved Employees were not recorded in “ink or other indelible form.”

Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff’s and Aggrieved Employees’ wage statement were only provided in electronic format in violation of Labor Code § 226.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant’s employ. Specifically, Aggrieved Employees were required to use their cellular phones, both on and off the clock, which was necessary to perform their duties under Defendants’ employ. Additionally, Aggrieved Employees purchased groceries for Defendant’s customers. Aggrieved Employees were not reimbursed for these necessary work-related expenses.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



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 had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

First, Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Aggrieved Employees, and upon which their pay was based, and generally did so to the detriment of the Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they were actually under Defendants’ control. Plaintiff contends this policy is not neutral and results, over time, to the detriment of the Aggrieved Employees by systematically undercompensating



them.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were required to perform work-related tasks during unpaid meal periods. Defendants implemented a common policy and practice of automatically deducting 30-minutes of wages for alleged meal periods which were systemically denied. Additionally, Defendants systemically required Aggrieved Employees to use their cellular phones to conduct work-related activities, off the clock, and before and after the beginning of their shifts. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

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

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). 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, 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), ten (10), and twelve (12) 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 caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) 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.



Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees earned shift differential pay as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay, and respective and proper overtime rates of pay.

Additionally, Defendants had a common policy and practice of unlawfully receiving and/or collecting wages from Aggrieved Employees. Specifically, Defendants deducted Aggrieved Employees' vested wages for Screening Fees incurred.

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 8, 10, and 12 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 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).



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

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, Aggrieved Employees were prohibited from leaving the work premises during meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth and tenth hours of work. Furthermore, Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' policy of requiring Aggrieved Employees to remain on the premises during meal periods; and (4) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods.

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.

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 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their rest breaks; (4) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods.

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 Pay Proper Sick Time

Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Aggrieved Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. Additionally, the sick pay paid to Aggrieved Employees did not account for the shift differential pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

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, 246, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 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).

Unlawful Receipt and Collection of Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

Defendants had a common policy and practice of unlawfully receiving and/or collecting wages



from Aggrieved Employees. Specifically, Defendants deducted Aggrieved Employees' vested wages for Screening Fees incurred.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages owed, including all unlawfully deducted, received, and/or collected amounts due and owing to Aggrieved Employees, under Labor Code §§ 221, 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 Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees were required to use their cellular phones, both on and off the clock, which was necessary to perform their duties under Defendants' employ. Additionally, Aggrieved Employees purchased groceries for Defendant's customers. Aggrieved Employees were not reimbursed for these necessary work-related expenses 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. 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.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the



Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

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



Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, 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, 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).

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to pay Aggrieved Employees with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount, at some established place of business in the state.

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, 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 the Aggrieved Employees with accurate, itemized wage statements and



failure to maintain employment records for 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, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

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

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

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to 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 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.

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, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide 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, failure to pay proper reporting time and sick pay 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 §§ 221, 246, 227.3, 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 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 the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

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

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

(f) 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 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 the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

David Yermian

Cc: Care Indeed, Inc.; Care Indeed Home Healthcare, Inc., by Certified Mail

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

RENATO G. VIRAY, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

v.

CARE INDEED, INC., a California
corporation; CARE INDEED HOME
HEALTHCARE, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Proper Sick Pay (Lab. Code § 246);
5. Unlawful Receipt and Collection of Wages (Labor Code § 221);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Indemnify (Lab. Code § 2802); and
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff RENATO G. VIRAY (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants CARE INDEED, INC., a
5 California corporation; CARE INDEED HOME HEALTHCARE, INC., a California corporation; and
6 DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged violations of the
7 California Labor Code and California Business and Professions Code. As set forth below, Plaintiff
8 alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to pay them proper sick time pay;
- 17 h. made unlawful deductions from their wages;
- 18 i. failed to provide them with accurate written wage statements;
- 19 j. failed to reimburse them with necessary business expenditures;
- 20 k. failed to pay them proper split-shift premiums; and
- 21 l. failed to pay them all of their final wages following separation of employment.

22 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover
23 unpaid wages, liquidated damages, penalties, restitution and related relief on behalf of himself, all
24 others similarly situated, and the general public.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the monetary
27 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
28 of the Superior Court of the State of California.

3. Venue is proper in the County of San Mateo pursuant to Code of Civil Procedure sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in San Mateo County because Defendants' have at all times alleged herein, conducted business in San Mateo County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff RENATO G. VIRAY is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant CARE INDEED, INC., a California corporation is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant CARE INDEED HOME HEALTHCARE, INC., a California corporation is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course

1 and scope of such relationship and with the full knowledge, consent and ratification by such other
2 defendants.

3 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
4 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
5 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
6 and omissions alleged herein.

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

11 12. **Relevant Time Period:** The relevant time period is defined as the time period
12 beginning four years prior to the filing of this action until judgment is entered.

- 13 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
14 separately, and/or any staffing agencies and/or any other third parties in hourly or
15 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 16 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
17 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 18 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
19 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 20 d. **Unlawful Deduction Class**
21 All persons employed by Defendants in California during the period beginning
22 four years before the filing of this action and ending when final judgment is
entered.
- 23 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
24 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
entered.
- 25 f. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
26 time from four years prior to the filing of this action and ending on the date that
27 final judgment is entered in this action, worked for more than 30 days for
Defendants, and were not paid for at least one hour of sick time for every 30 hours
28 of work thereafter, or at least 3 days of sick time for every 12-month period of
employment.

- 1 g. **Wage Statement Class**: All persons employed by Defendants in California during
2 the period beginning one year before the filing of this action and ending when final
3 judgment is entered.
- 4 h. **Split-Shift Premium Sub-Class**: All **Hourly Employee Class** members, who did
5 not reside at the place of their employment with Defendants and whose work
6 schedules were interrupted by non-paid and non-working time periods, which were
7 longer than bona fide meal or rest periods, and were established by Defendants.
- 8 i. **Expense Reimbursement Class**: All persons employed by Defendants in
9 California who incurred business expenses during the **Relevant Time Period**.
- 10 j. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class**
11 members employed by Defendants in California during the four years prior to the
12 filing of this action and ending on the date that final judgment is entered in this
13 action.

14 13. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
15 to amend or modify the class definitions with greater specificity, by further division into sub-classes
16 and/or by limitation to particular issues.

17 14. **Numerosity**: The class members are so numerous that the individual joinder of each
18 individual class member is impractical. While Plaintiff does not currently know the exact number of
19 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
20 exceeds the minimum required for numerosity under California law.

21 15. **Commonality and Predominance**: Common questions of law and fact exist as to all
22 class members and predominate over any questions which affect only individual class members.
23 These common questions include, but are not limited to:

- 24 a. Whether Defendants maintained a policy or practice of failing to provide
25 employees with their rest periods;
- 26 b. Whether Defendants maintained a policy or practice of failing to provide
27 employees with their meal periods;
- 28 c. Whether Defendants failed to pay premium wages to class members when they
have not been provided with meal and rest periods at the appropriate rates of pay;
- d. Whether Defendants failed to pay minimum and/or overtime wages to class
members for all time worked;
- e. Whether Defendants failed to pay proper sick time pay;

- f. Whether Defendants maintained a policy or practice of making unlawful deductions from class members' wages;
- g. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- i. Whether Defendants failed to pay proper shift-split premiums;
- j. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- k. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- l. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

16. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

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

19. **Superiority:** A class action is vastly superior to other available means for fair and

1 efficient adjudication of the class members' claims and would be beneficial to the parties and the
2 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
3 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
4 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
5 due to many individual class members are likely to be relatively small and would thus make it difficult,
6 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class
7 action will serve an important public interest by permitting class members to effectively pursue the
8 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
9 or contradictory judgments inherent in individual litigation.

10 **GENERAL ALLEGATIONS**

11 20. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
12 statutory periods.

13 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
14 and Class members proper wages and overtime for all hours worked, at the proper rates of pay. First,
15 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
16 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
17 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
18 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
19 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
20 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
21 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
22 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
23 them.

24 22. Next, Plaintiff and Class Members were also consistently required to perform work,
25 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
26 required to perform work-related tasks during unpaid meal periods. Defendants implemented a
27 common policy and practice of automatically deducting 30-minutes of wages for alleged meal periods
28 which were systemically denied. Additionally, Defendants systemically required Plaintiff and Class

1 Members to use their cellular phones to conduct work-related activities, off the clock, and before and
2 after the beginning of their shifts. The forgoing and uncompensated working time was under the
3 direction and control of Defendants, for which no wages were paid.

4 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
5 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
6 and Class Members to minimum and overtime wages, which they were systemically denied.

7 24. Defendants also failed to pay Plaintiff and Class Members overtime wages at the
8 proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members earned shift
9 differential pay as well as performance-based non-discretionary bonuses in addition to their hourly
10 pay. However, these supplemental earnings were not accounted for when determining Plaintiff and
11 Class Members' regular rates of pay, and respective and proper overtime rates of pay.

12 25. Defendants had a common policy and practice of systemically denying Plaintiff and
13 Class Members the opportunity to take meal periods in compliance with the California Law.
14 Specifically, Plaintiff and Class Members were prohibited from leaving the work premises during
15 meal periods, when such meal periods were taken. Additionally, due to understaffing and heavy
16 workloads, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior
17 to the completion of their fifth and tenth hours of work. Furthermore, Plaintiff and Class Members
18 were not relieved of all work duties during unpaid meal periods and were required to keep working
19 during meal breaks.

20 26. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
21 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
22 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
23 take their meal periods, or that advised Class Members of their meal and rest period rights; (3)
24 Defendants' policy of requiring Plaintiff and Class Members to remain on the premises during meal
25 periods; and (4) Defendants' practice of requiring putative class members to continue working
26 through their meal and rest periods.

27 27. Defendants had a common policy and practice of systemically denying Plaintiff and
28 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff

1 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
2 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
3 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and
4 third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy
5 that encouraged employees to take their rest periods, or that properly advised Plaintiff and Class
6 Members of their rest period rights; (3) Defendants' policy and practice of requiring Plaintiff and
7 Class Members to remain on the premises during their rest breaks; (4) Defendants' practice of
8 requiring putative class members to continue working through their meal and rest periods.

9 28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
10 wages at their appropriate regular rates of pay for each meal and rest period denied.

11 29. Plaintiff and Class Members were not provided with accurate wage statements as
12 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
13 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
14 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
15 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
16 or other indelible form."

17 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
18 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

19 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
20 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
21 not included.

22 32. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
23 were not accurately reflected in that: all hours worked, including overtime, were not included.

24 33. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
27 overtime, were not included.

28 34. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay

1 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
2 Plaintiff's and Class Members' wage statement were only provided in electronic format in violation
3 of Labor Code § 226.

4 35. Plaintiff and Class Members were not reimbursed for business expenses incurred in
5 executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were
6 required to use their cellular phones, both on and off the clock, which was necessary to perform their
7 duties under Defendants' employ. Additionally, Plaintiff and Class Members purchased groceries for
8 Defendant's customers. Plaintiff and Class members were not reimbursed for these necessary work-
9 related expenses.

10 36. Defendants had a common policy and practice of unlawfully receiving and/or
11 collecting wages from Plaintiff and Class Members. Specifically, Defendants' deducted Plaintiff and
12 Class Members' vested wages for Screening Fees incurred.

13 37. Finally, Defendants had a common policy and practice of systemically failing to pay
14 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
15 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
16 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
17 12 month period of work. Additionally, the sick pay paid to Plaintiff and Class Members did not
18 account for the shift differential pay as well as performance-based non-discretionary bonuses, which
19 were never factored into the rate upon which sick pay was accrued and paid.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS**

22 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

23 **(Plaintiff and Meal Period Sub-Class)**

24 38. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
25 fully alleged herein.

26 39. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
27 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
28 Code and the applicable Industrial Welfare Commission Wage Order.

1 40. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
2 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
3 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
4 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
5 minutes for each work period of ten hours.

6 41. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
7 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
8 during required meal periods and require employers to pay non-exempt employees an hour of
9 premium wages on each workday that the employee is not provided with the required meal period.

10 42. Compensation for missed meal periods constitutes wages within the meaning of Labor
11 Code section 200.

12 43. Labor Code section 1198 makes it unlawful to employ a person under conditions that
13 violate the applicable Wage Order.

14 44. Section 11 of the applicable Wage Order states:

15 No employer shall employ any person for a work period of more than
16 five (5) hours without a meal period of not less than 30 minutes, except
17 that when a work period of not more than six (6) hours will complete
18 the day’s work the meal period may be waived by mutual consent of
19 the employer and employee. Unless the employee is relieved of all duty
20 during a 30 minute meal period, the meal period shall be considered an
21 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
22 period shall be permitted only when the nature of the work prevents an
23 employee from being relieved of all duty and when by written
24 agreement between the parties an on-the-job paid meal period is agreed
25 to. The written agreement shall state that the employee may, in writing,
26 revoke the agreement at any time.

27 45. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
28 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
members were not subject to valid on-duty meal period agreements with Defendants.

 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
Sub-Class with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
hour work period, as required by Labor Code section 512 ad the applicable Wage Order. Specifically,

1 Plaintiff and **Meal Period Sub-Class** Members were prohibited from leaving the work premises
2 during meal periods, when such meal periods were taken. Additionally, due to understaffing and
3 heavy workloads, Plaintiff and **Meal Period Sub-Class** Members were denied the opportunity to take
4 timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiff and
5 **Meal Period Sub-Class** Members were not relieved of all work duties during unpaid meal periods
6 and were required to keep working during meal breaks.

7 47. Plaintiff and **Meal Period Sub-Class** Members were not provided with meal periods
8 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
9 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
10 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** Members
11 of their meal and rest period rights; (3) Defendants' policy of requiring Plaintiff and **Meal Period**
12 **Sub-Class** Members to remain on the premises during meal periods; and (4) Defendants' practice of
13 requiring **Meal Period Sub-Class** Members to continue working through their meal and rest periods.

14 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
15 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
16 **Class** members when they worked five (5) hours without clocking out for any meal period.

17 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
18 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
19 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay
20 them premium wages as required by Labor Code 512 and the applicable Wage Order.

21 50. Moreover, Defendants written policies fail to inform Meal period Class Members of
22 their meal period rights under the Labor Code and applicable Wage Orders.

23 51. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
24 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
25 regular rates of pay when required meal periods were not provided.

26 52. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
27 himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest
28 thereon, and costs of suit.

53. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Lab. Code §§ 204, 223, 226.7 and 1198)

(Plaintiff and Rest Period Sub-Class)

54. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

55. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

56. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

57. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

58. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

59. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

60. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten uninterrupted minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

61. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and third rest breaks for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period Sub-Class** members to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring **Rest Period Sub-Class** members to continue working through their rest breaks.

62. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class** members additional premium wages at their appropriate regular rates of pay when required rest periods were not provided.

63. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

64. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Plaintiff and Hourly Employee Class)

65. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

66. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

67. Section 2 of the applicable Wage Order defines “hours worked” as “the time during

1 which an employee is subject to the control of the employer, and includes all the time the employee
2 is suffered or permitted to work, whether or not required to do so.”

3 68. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
4 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
5 that an employer has actual or constructive knowledge that employees are working.

6 69. Labor Code section 1194 invalidates any agreement between an employer and an
7 employee to work for less than the minimum or overtime wage required under the applicable Wage
8 Order.

9 70. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
10 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
11 to the underlying unpaid minimum wages and interest thereon.

12 71. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
13 than the minimum wage required under the applicable Wage Order for all hours worked during a
14 payroll period.

15 72. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
16 person acting either individually or as an officer, agent or employee of another person, to pay an
17 employee, or cause an employee to be paid, less than the applicable minimum wage.

18 73. Labor Code section 1198 makes it unlawful for employers to employ employees under
19 conditions that violate the applicable Wage Order.

20 74. Labor Code section 204 requires employers to pay non-exempt employees their earned
21 wages for the normal work period at least twice during each calendar month on days the employer
22 designates in advance and to pay non-exempt employees their earned wages for labor performed in
23 excess of the normal work period by no later than the next regular payday.

24 75. Labor Code section 223 makes it unlawful for employers to pay their employees lower
25 wages than required by contract or statute while purporting to pay them legal wages.

26 76. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
27 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
28 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in

1 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
2 consecutive day of one workweek.

3 77. Labor Code section 510 and Section 3 of the applicable Wage Order also require
4 employers to pay non-exempt employees overtime wages of no less than two times their respective
5 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
6 worked in excess of eight hours on a seventh consecutive workday during the workweek.

7 78. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
8 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
9 working conditions and compensation arrangements.

10 79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
11 **Employee Class** members for all time worked, including but not limited to, overtime hours at
12 statutory and/or agreed rates.

13 80. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
14 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
15 time-rounding policy and practice which rounded down and reduced the actual working hours
16 recorded by Plaintiff and **Hourly Employee Class**, and upon which their pay was based, and
17 generally did so to the detriment of the Plaintiff and **Hourly Employee Class**, and these unlawfully
18 rounded time entries were inputted into Defendants' payroll system from which wage statements and
19 payroll checks were created. Defendants did so with the ostensible intent of paying Plaintiff and
20 **Hourly Employee Class** members only for the hours they were scheduled to work, rather than the
21 hours they were actually under Defendants' control. Plaintiff contends this policy is not neutral and
22 results, over time, to the detriment of the Plaintiff and **Hourly Employee Class** members by
23 systematically undercompensating them.

24 81. Plaintiff and **Hourly Employee Class** members were consistently required to perform
25 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
26 **Class** members were required to perform work-related tasks during unpaid meal periods. Defendants
27 implemented a common policy and practice of automatically deducting 30-minutes of wages for
28 alleged meal periods which were systemically denied. Additionally, Defendants systemically required

1 Plaintiff and **Hourly Employee Class** members to use their cellular phones to conduct work-related
2 activities, off the clock, and before and after the beginning of their shifts. The forgoing and
3 uncompensated working time was under the direction and control of Defendants, for which no wages
4 were paid.

5 82. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
6 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
7 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
8 they were systemically denied.

9 83. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
10 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**
11 **Class** members earned shift differential pay as well as performance-based non-discretionary bonuses
12 in addition to their hourly pay. However, these supplemental earnings were not accounted for when
13 determining Plaintiff and **Hourly Employee Class** members' regular rates of pay, and respective and
14 proper overtime rates of pay.

15 84. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
16 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
17 full amount of wages earned during each pay period during the applicable limitations period,
18 including overtime wages.

19 85. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
20 behalf of himself and **Hourly Employee Class** members, seek to recover unpaid straight time and
21 overtime wages, interest thereon and costs of suit.

22 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
23 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
24 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

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FOURTH CAUSE OF ACTION
FAILURE TO PAY PROPER SICK PAY
(Lab. Code § 246)
(Plaintiff and Sick Pay Class)

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

88. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

89. Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

90. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and **Sick Pay Class** Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. Additionally, the sick pay paid to Plaintiff and **Sick Pay Class** Members did not account for the shift differential pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

91. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties

1 pursuant to Labor Code § 558(a).

2 **FIFTH CAUSE OF ACTION**

3 **UNLAWFUL RECEIPT AND COLLECTION OF WAGES**

4 **(Lab. Code § 221)**

5 **(Plaintiff and Unlawful Deduction Class)**

6 92. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 93. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
9 receive from an employee any part of wages theretofore paid by said employer to said employee.”

10 94. Defendants had a common policy and practice of unlawfully receiving and/or
11 collecting wages from Plaintiff and **Unlawful Deduction Class** members. Specifically, Defendants’
12 deducted Plaintiff and **Unlawful Deduction Class** members’ vested wages for Screening Fees
13 incurred.

14 95. Accordingly, Plaintiff and **Unlawful Deduction Class** members are entitled to all
15 unlawfully deducted, received, and/or collected amounts due and owing to within four years of the
16 date of the filing of the Complaint and until the date of entry of judgment.

17 96. Plaintiff, on behalf of himself, and **Unlawful Deduction Class** members, seeks
18 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
19 pursuant to Code of Civil Procedure section 1021.5.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

22 **(Lab. Code § 226)**

23 **(Plaintiff and Wage Statement Penalties Sub-Class)**

24 97. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 98. Labor Code section 226(a) states:

27 An employer, semimonthly or at the time of each payment of wages,
28 shall furnish to his or her employee, either as a detachable part of the
check, draft, or voucher paying the employee’s wages, or separately if

1 wages are paid by personal check or cash, an accurate itemized
2 statement in writing showing (1) gross wages earned, (2) total hours
3 worked by the employee, except as provided in subdivision (j), (3) the
4 number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that
6 all deductions made on written orders of the employee may be
7 aggregated and shown as one item, (5) net wages earned, (6) the
8 inclusive dates of the period for which the employee is paid, (7) the
9 name of the employee and only the last four digits of his or her social
10 security number or an employee identification number other than a
11 social security number, (8) the name and address of the legal entity that
12 is the employer and, if the employer is a farm labor contractor, as
13 defined in subdivision (b) of Section 1682, the name and address of the
14 legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

15 99. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
16 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
17 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
18 retains the right to elect to receive a written paper stub or record and that those who are provided with
19 electronic wage statements retain the ability to easily access the information and convert the electronic
20 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

21 100. Plaintiff is informed and believes that, at all relevant times during the applicable
22 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
23 wage statements as described above. Additionally, the wage statements issued to class members
24 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
25 above.

26 101. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
27 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
28 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statement were only

1 provided in electronic format in violation of Labor Code § 226.

2 102. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
3 **Wage Statement Class** members with accurate written wage statements were intentional in that
4 Defendants have the ability to provide them with accurate wage statements but have intentionally
5 provided them with written wage statements that Defendants have known do not comply with Labor
6 Code section 226(a).

7 103. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
8 Defendants have violated their legal rights to receive accurate wage statements and have misled them
9 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
10 statements have prevented immediate challenges to Defendants' unlawful pay practices, has required
11 discovery and mathematical computations to determine the amount of wages owed, has caused
12 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
13 submission of inaccurate information about wages and deductions to federal and state government
14 agencies.

15 104. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
16 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
17 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
18 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
19 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

22 **(Lab. Code §§ 201-203)**

23 **(Plaintiff and Waiting Time Penalties Sub-Class)**

24 105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 106. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
27 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
28 earned and unpaid before termination or resignation.

1 107. At all relevant times, pursuant to Labor Code section 201, employees who have been
2 discharged have been entitled to payment of all final wages immediately upon termination.

3 108. At all relevant times, pursuant to Labor Code section 202, employees who have
4 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
5 payment of all final wages at the time of resignation.

6 109. Plaintiff is informed and believes that, at all relevant time during the applicable
7 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
8 members all of their final wages in accordance with the Labor Code.

9 110. Plaintiff is informed and believes that, at all relevant times during the applicable
10 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
11 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
12 sections 201 or 202 by failing to timely pay them all final wages.

13 111. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
14 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
15 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
16 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
17 requirements.

18 112. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
19 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
20 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

21 113. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
22 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
23 **Class** members, seek awards of reasonable attorneys' fees and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Reimbursement Class)**

5 114. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 115. Labor Code section 2802(a) states:

8 An employer shall indemnify his or her employee for all necessary
9 expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

11 116. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
12 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
13 and **Expense Reimbursement Class Members** were required to use their cellular phones, both on
14 and off the clock, which was necessary to perform their duties under Defendants' employ.
15 Additionally, Plaintiff and **Expense Reimbursement Class Members** purchased groceries for
16 Defendant's customers. Plaintiff and **Expense Reimbursement Class Members** were not
17 reimbursed for these necessary work-related expenses.

18 117. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
19 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
20 Complaint and until the date of entry of judgment.

21 118. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
22 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
23 pursuant to Code of Civil Procedure section 1021.5.

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1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 **(Plaintiff and UCL Class)**

5 119. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 120. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 121. Business and Professions Code section 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 122. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 123. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
17 SECOND, THIRD, FOURTH, FIFTH, and EIGHTH causes of action herein.

18 124. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 125. Defendants have or may have acquired money by means of unfair competition.

20 126. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 221,
22 225, 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
23 and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
24 alleged herein.

25 127. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

1 128. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 129. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 130. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 131. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 132. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
17 or is considered unlawful under any other state or federal law.

18 133. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 134. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
26 order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

135. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

136. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

137. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

138. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Unlawfully received and/or collected wages;
- i. Restitution;
- j. Declaratory relief;
- k. Pre-judgment interest;

- 1 l. Statutory penalties;
- 2 m. Costs of suit;
- 3 n. Reasonable attorneys' fees; and
- 4 o. Such other relief as the Court deems just and proper.

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6 Dated: October 11, 2023

D.LAW, INC.

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9 _____
10 Emil Davtyan
11 David Yeremian
12 David Keledjian
13 David Arakelyan
14 Attorneys for Plaintiff
15 RENATO G. VIRAY, and the putative class
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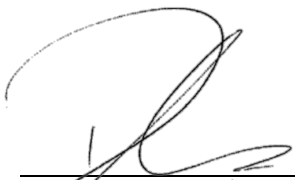
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: October 11, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
RENATO G. VIRAY, and the putative class

Wednesday, October 11, 2023 at 12:03:29 Pacific Daylight Time

Subject: Thank you for submission of your PAGA Case.

Date: Wednesday, October 11, 2023 at 12:03:18 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: Jordan Floyd

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10/11/2023

LWDA Case No. LWDA-CM-987070-23

Law Firm : D.Law, Inc.

Plaintiff Name : Renato G. Viray, and all aggrieved employees

Employer: Care Indeed, Inc.; Care Indeed Home Healthcare, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm