

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
Patricia Lim

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

PATRICIA LIM, on behalf of herself and in
her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

v.

WACHHORST LEIGH MEINSTER, a
California corporation, PETER CHANG
KONO, an individual, SHACHI BAHL, an
individual, MARTHA VANZINA, an
individual, ROBERT IVERSON, an individual,
and DOES 1-15.

Defendants.

Case No: 24CV429909

**DECLARATION OF HARRIS EMRAN,
ESQ. IN SUPPORT OF MOTION FOR
APPROVAL OF CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA")
SETTLEMENT**

[Complaint Filed: January 26, 2024]

Hearing Date: April 3 2025
Time: 9:00 a.m.
Dept: 06
Hon. Evette D. Pennypacker

I, Harris Emran, declare as follows:

1. I am an attorney at law duly licensed to practice law before all the courts in the State of California and the attorney of record herein for Plaintiff Patricia Lim. The information contained herein is based on my personal knowledge and/or belief. If called to testify to this information under oath, I could and would do so competently. This declaration is being submitted in support of Plaintiff's unopposed motion for Approval of PAGA Settlement.

1 2. Plaintiff sought our Firm’s assistance because she complained of wage and hour issues while
2 working for Defendant Wachhorst Leigh Meinster (hereinafter “Defendants”). As discussed below,
3 Plaintiff, with the help of our Firm, substantially investigated her potential claims and allegations
4 and eventually made the decision to file a lawsuit for individual damages and PAGA civil penalties.
5 Defendants employed Plaintiff as a Dental Hygienist and initially believed to be misclassified as an
6 independent contractor. After review of Plaintiff’s payroll and personnel file and further
7 investigation, it was later discovered Defendants compensated Plaintiff and the Aggrieved
8 Employees on a piece-rate basis.

9 3. Defendants maintained a practice of scheduling patients back-to-back which Plaintiff
10 alleges prevented her from being able to timely take her rest and meal periods. Plaintiff and
11 Aggrieved Employees routinely started work before their first-scheduled patient to prepare or set
12 up their workspace. Similarly, Plaintiff and the other Aggrieved Employees performed work after
13 the last patient of the day to clean their workstation or update patient notes. As a result of the piece-
14 rate compensation structure, Plaintiff alleges Defendants failed to provide any compensation for
15 Plaintiff’s and other Aggrieved Employees’ non-productive time. The due diligence performed
16 before filing the lawsuit included an initial intake of Plaintiff, identifying individuals who could
17 serve as potential witnesses, and reviewing Plaintiff’s payroll and personnel file.

18 4. On November 16, 2023, Plaintiff provided the Labor Workforce and Development Agency
19 (“LWDA”) written notice by online filing and Defendant via certified mailing of specific provisions
20 of Lab. Code §§ 2699 et seq. alleged to be violated including the facts and theories to support the
21 alleged violation (the “PAGA Notice”). A true and correct copy of the proof of filing with the Labor
22 and Workforce Development Agency evidencing Plaintiff’s Counsel’s compliance with California
23 Labor Section 2699(1)(2) is attached hereto as Exhibit A.

24 5. The LWDA did not provide any notice of its intent to investigate the alleged violation within
25 65 calendar days of the postmark date of the PAGA Notice.

26 6. On January 26, 2024, Plaintiff filed her individual and PAGA Complaint against Defendants
27 Wachhorst Leigh Meinster (“Wachhorst”), Peter Chang Kono, Shachi Bahl, Martha Vanzina, and
28 Robert Iverson (“Defendants”) alleging violations of California Labor Code including ((1)

1 Misclassification of Non-Exempt Employee (2) Failure to Pay Wages When Due (3) Failure to Pay
2 Minimum Wages (4) Failure to Pay Overtime Compensation (5) Failure to Provide Rest Periods (6)
3 Failure to Provide Meal Periods, (7) Failure to Pay Wages Upon Termination (8) Failure to Provide
4 Accurate, Itemized Wage Statements, and (9) Recovery of Civil Penalties under the Labor Code
5 Private Attorneys General Act. A true and correct copy of Plaintiff's Complaint is attached hereto
6 as Exhibit B.

7 7. On February 13, 2024, the Parties met and conferred and agreed to extend outstanding
8 discovery deadlines pending the Parties' participation in mediation.

9 8. In anticipation of mediation, the Parties met and conferred on the appropriate PAGA Period
10 and agreed Plaintiff's Notice to the LWDA and Defendants was dated November 16, 2023, but
11 Plaintiff did not file her complaint until January 26, 2024. Accordingly, the Parties agreed the
12 applicable PAGA Period is November 22, 2022, to present.

13 9. In August 2024, the Parties met and conferred on the status of Defendants' temporary
14 employees as "Aggrieved Employees" and agreed that all individuals, including temporary
15 employees staffed by a separate entity but performing work for Defendants, are included in the
16 definition of Aggrieved Employees. Totaling 98 Aggrieved Employees.

17 10. On November 18, 2024, the Parties participated in a full day mediation with Todd Smith,
18 Esq., an experienced mediator of wage and hour and PAGA actions. The parties agreed to a
19 mediator's proposal which subsequently was memorialized in a long form settlement agreement. A
20 true and correct copy of the PAGA Settlement Agreement and Release is attached hereto as Exhibit
21 C.

22 11. At the same time of submission to the Court, my office submitted a copy of the Settlement
23 Agreement to the LWDA website in accordance with Lab. Code § 2699(I)(2). Exhibit D.

24 12. This Settlement, if approved, will resolve the Action in its entirety.

25 **A. Investigation and Settlement Discussions**

26 13. This settlement is a compromise by both parties and reached after a full day of informed,
27 non-collusive, arms-length negotiation led by an experienced and highly regarded Mediator Todd
28 Smith, Esq. through a mediator's proposal, and reflects a reasonable assessment of the risks for

1 each, as well as the recognition that continued litigation will cause extensive and costly discovery
2 for all parties and further litigation would cause inconvenience, distraction, disruption, delay and
3 expense disproportionate to the potential benefits of litigation.

4 14. Between November 2023 and October 2024, Plaintiff's Counsel conducted a thorough
5 investigation into the claims and defenses of each party. Plaintiff expend considerable time and
6 effort advocating on behalf of herself and the alleged PAGA Aggrieved Employees. Plaintiff
7 provided all documents and evidence in her possession which included work schedules,
8 communications from Defendants during her employment regarding pay and policies and provided
9 a list of six (6) current and former employees to serve as witnesses and/or corroborate Plaintiff's
10 testimony.

11 15. In preparation for mediation, Defendants provided the following: 1) Plaintiff's time records
12 for the PAGA period; 2) Plaintiff's wage statements; 3) Plaintiff's W2's; 4) Plaintiff's personnel
13 file; 5) Defendant's Employee Handbook in effect during Plaintiff's employment, which included
14 all pertinent and requested employment policies; 6) A 50% sampling of Aggrieved Employee's
15 time records for the PAGA period; 7) A corresponding 50% sampling of Aggrieved Employee's
16 time records for the PAGA period; and 8) any premiums paid for non-compliant meal or ret periods.
17 Defendants confirmed they did not have any meal period waivers for the Aggrieved Employees and
18 there was no applicable collective bargaining agreement in existence.

19 16. Plaintiff's Counsel then retained the statisticians and economists at Berger Consulting
20 Group ("BCG") to evaluate the Aggrieved Employee payroll and time data. BCG provides data
21 analysis and damages modeling consulting services, specializing in PAGA and wage and hour class
22 actions. BCG's team of financial and data analysts are credentialed and experienced experts in their
23 fields and have provided their expertise on thousands of cases.

24 17. BCG analyzed Defendant's time and payroll data to assist in the development of various
25 damages models. Defendants' maintained a portion of the Aggrieved Employees' data on paper
26 records and a portion electronically. After Plaintiff's damage expert analyzed Defendant's data,
27 BCG concluded it did not have usable data from the sample that could be extrapolated to the class
28

1 of Aggrieved Employees. As a result, Plaintiff's expert used a flexible damage model and creating
2 assumptions from the data Defendants provided.

3 18. Among other things, BCG's model determined the approximate civil penalties for the
4 amount of unpaid wages, amount of unpaid overtime wages, amount of meal period violations,
5 amount of rest period violations, number of workweeks, and number of pay periods.

6 19. Plaintiff's Counsel reviewed Plaintiff's payroll records and calculated Plaintiff's estimated
7 damages based on her oral testimony, documents, and evidence in her possession. Plaintiff's
8 Counsel interviewed and met with three (3) of the current and former employees who each
9 corroborated Plaintiff's claims.

10 20. I closely reviewed the documents and data and documents provided by Defendants to
11 determine the amount of potential PAGA penalties, individual wages owed to Plaintiff, and other
12 remedies potentially available to Plaintiff and the aggrieved individuals based on the claims in the
13 Action.

14 21. Defendants maintained written policies regarding meal and rest periods that are consistent
15 with the law. Defendants' employee handbook encourages employees to notify management if they
16 are in any way discouraged or impeded from taking their breaks.

17 22. Overall, Plaintiff's Counsel thoroughly investigated the claims at issue, including: (1)
18 determining Plaintiff's suitability as a representative through interviews, background
19 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential
20 claims; (3) researching similar wage and hour PAGA actions as to the claims brought, the nature of
21 the positions, and the type of employer; (4) analyzing the Aggrieved Employees' time and payroll
22 records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in
23 similar cases as well as outstanding issues which could affect PAGA approval; (7) evaluating
24 Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the
25 mediation brief; and (9) participating in the mediation. This investigation allowed Plaintiff's
26 Counsel to fully assess the nature and magnitude of the claims being settled, as well as the
27 impediments to recovery, such as to make an independent assessment of the reasonableness of the
28 terms to which the Parties have agreed.

1 23. The Parties then engaged in a full day mediation negotiating the individual and PAGA
2 settlement. The Agreement is the final product of the mediated negotiations. Objectively, the
3 Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

4 **B. The Court Should Approve the Settlement**

5 24. As set forth in greater detail above, Plaintiff's Counsel conducted a very thorough
6 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
7 review, interviewing Aggrieved Employees, data analysis and legal research, Plaintiff's Counsel
8 also researched similar wage and hour PAGA actions. Although no two cases are identical, this
9 research provided Plaintiff's Counsel with a marker to inform settlement discussions and,
10 ultimately, to measure this settlement against. The investigation allowed Plaintiff's Counsel to
11 realistically assess the value of Plaintiff's claims and intelligently engage defense counsel in
12 settlement discussions that culminated in the proposed settlement now before the Court.

13 25. The Gross Settlement Amount of \$120,000.00 is fair and reasonable considering the nature
14 and magnitude of the claims being settled and the various potential impediments to recovery. Prior
15 to mediation, Plaintiff's Counsel retained BCG to develop economic damage models measuring
16 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
17 various models were informed by Plaintiff's Counsel's investigation, including the analysis of the
18 time and payroll data and interviews with Aggrieved Employees.

19 26. Both Parties' counsel has experience in employment litigation, specifically PAGA litigation,
20 and conducted an extensive investigation of the factual allegations involved in this case. Each side
21 has apprised the other, informally of their respective factual contentions, legal theories and
22 defenses, resulting in extensive arms-length negotiations taking place among the Parties.

23 27. Approval of the Parties' Settlement Agreement is warranted because counsel for all Parties
24 agree that the amount allocated for civil penalties under PAGA is fair and reasonable considering
25 Defendants' compliant employment policies and practices PAGA period, the settlement was
26 negotiated as part of an informed, non-collusive, arms-length negotiation following mediation with
27 Mr. Todd Smith, Esq., an exchange of information, the uniqueness of Plaintiff's injuries which may
28 have undermined this claim, the ability for alleged "aggrieved employees" to bring their own claims

1 for non-PAGA claims, and Plaintiff's counsel risk of obtaining full recovery of claimed PAGA
2 penalties in light of Defendant's disclosures.

3 28. Continuing to litigate this action would require continued and extensive resources coupled
4 with significant Court time to proceed through trial and post-trial motions; which can often take
5 years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
6 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful
7 at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects
8 that Defendant would appeal any favorable judgment. As demonstrated by *Magadia*, 999 F.3d 668,
9 the risk of an appeal and subsequent reversal is real.

10 **C. The Court should Approve Plaintiff's Service Award**

11 29. The Settlement provides for a Service Award of \$3,00.00 to Plaintiff. The service award is
12 fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Plaintiff's
13 Counsel with the litigation and settlement, regularly conferring with Plaintiff's Counsel on the
14 status of her case and the strategies for prosecuting the claims, finding and providing former and
15 current employees to serve as witnesses for her case, sending all documents and evidence in her
16 possession, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate
17 relief, and agreeing to provide Defendant a general release of all claims arising out of their
18 employment.

19 30. I observed Plaintiff expend considerable time and effort advocating on behalf of herself and
20 the alleged PAGA Aggrieved Employees; her role in achieving this potential settlement was
21 indispensable. She initially sought counsel in part because she was frustrated by the rest and meal
22 period violations. I explained to her that a PAGA representative action was an option considering
23 the nature of her claims. Plaintiff chose to fight on behalf of the state and her co-workers because
24 she felt Defendants' violations were systemic. She hoped to achieve justice for more than just
25 herself.

26 31. Plaintiff completed a detailed intake and follow-up intake process with our Firm. She
27 provided key factual details including witness names and phone numbers, tracking sheets of
28 scheduled patients, and pay stubs. Plaintiff's work and dedication bolstered our firm's own efforts.

D. The Court Should Approve the Negotiated Counsel Award of Attorneys Fees

32. Plaintiff's Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. Considering the positive outcome for the Aggrieved Employees, and in light of the supporting authority, the proposed Attorneys' Fees and Expenses are fair and reasonable.

33. Plaintiff and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established Emran Law Firm ("Firm"), in September 2020. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour individual actions, PAGA Actions and complex litigation matters. The Firm currently consists of myself and my associate attorney, Kaitlin Martinez.

34. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour individual and representative litigation like this matter, and employment matters in general. I can, will and have adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

35. I have been practicing law in California since 2019. I founded Emran Law Firm in 2020 and have focused in the areas of business and labor employment law. Our law firm is headquartered with an office in San Francisco. Our firm represents employees across the state of California. My hourly rate is \$550. I supervised other members of Emran Law who also worked on this case:

- a. Kaitlin Martinez is an attorney licensed by the State of California (SBN 348006) who graduated from Golden Gate University Law School with Honors. She has been a member of Emran Law since January 2023 focusing on employment law and wage/hour issues. Her hourly rate is \$400.
- b. Andrew Selvo was a post bar law clerk with our firm after his graduation from UC Law San Francisco (Formerly UC Hastings). His hourly rate was \$250.00.
- c. Litzy Ortiz is our law firm's paralegal. She has been a member of Emran Law since June 2024, and her hourly rate is \$185.00.

1 d. Bobby Hardrick is our firm's Legal Operations Manager. He has been a member of
2 Emran Law since December 2023, and his hourly rate Is \$115.00.

3 36. Our Firm's attorneys and their supporting staff must be extremely familiar and
4 knowledgeable with wage and hour laws, litigation practices, case law, policy, statutory
5 construction, employer practices, employee needs, employee working conditions, and more. With
6 our learned knowledge, we must strategize which cases to settle pre-litigation or post-litigation,
7 which to mediate, and which cases to take to trial. Our staff members, or non-attorney staff, are
8 trained and individually supervised by either me or another attorney. The experience in this type of
9 litigation serves our firm well because it gives context and historical knowledge as to relevant
10 common practices and recordkeeping.

11 37. The cases we handle are primarily taken on a contingency basis. All of our cases are filed
12 in the Superior Courts because there we can obtain broader remedies for our clients. For example,
13 the Labor Commissioner does not award damages for wage statement violations, nor does it award
14 attorney fees, or allow recoveries for a full four-year statute of limitations. This case, like all of our
15 wage and hour cases, undertaken on pure contingency. Plaintiffs are not asked or required to pay
16 Emran Law any money unless there is a recovery on their behalf.

17 38. On the contrary, our Firm strongly believes in the vigorous prosecution of our cases,
18 including this case, for the best interest of our clients, and any aggrieved employees.

19 39. Furthermore, we have incurred \$30,851.00 in attorneys' fees and \$12,483.36 in litigation
20 costs. All costs were directly incurred in the prosecution of this action. An itemized cost sheet and
21 billing statement is attached as Exhibit E. The matter was undertaken by our Firm purely as a
22 contingency fee case. In other words, our Firm will not receive any compensation unless there is a
23 cash recovery.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct to the best of my personal knowledge.

26 Date: December 23, 2024

27 Harris Emran
28 Harris Emran, Esq.
Attorney for Plaintiff and Aggrieved
Employees

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



Emran Law Firm

415 Mission Street, 37th Floor
San Francisco, CA 94105

November 16, 2023

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

WACHHORST, LEIGH MEINSTER, A DENTAL CORPORATION
511 Bryant Street
Palo Alto, California 94301

PETER CHANG KONO
511 Bryant Street
Palo Alto, California 94301

SHACHI BAHL
511 Bryant Street
Palo Alto, California 94301

MARTHA VANZINA
511 Bryant Street
Palo Alto, California 94301

ROBERT IVERSON
511 Bryant Street
Palo Alto, California 94301

Sent via Certified Mail and Return Receipt

Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199 and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5



To Whom It May Concern:

Our offices represent Plaintiff Patricia Lim (“Ms. Lim”) and other aggrieved employees in a proposed lawsuit against Defendant Wachhorst Leigh Meinster, Defendant Peter Chang Kono, Defendant Shachi Bahl, Defendant Martha Vanzina, Defendant Robert Iverson, and Does 1-25 (collectively “Defendants”). Defendants have employed Ms. Lim in California between November 2006 and approximately September 2023, a non-exempt employee paid an hourly rate, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all time worked, for all missed meal breaks and rest breaks, and all earned wages. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiffs further contend that Defendants failed to provide accurate wage statements to them, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199 and violates the applicable Industrial Welfare Commission Wage Order(s) and is therefore actionable under California Labor Code section 2699.3.

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

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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



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

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

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

Very truly yours,

EMRAN LAW FIRM

Harris Emran

Harris Emran

Enclosure (1)



Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
Patricia Lim

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

PATRICIA LIM, on behalf of herself and in
her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

vs.

WACHHORST LEIGH MEINSTER a
California corporation, PETER CHANG
KONO, SHACHI BAHL, MARTHA
VANZINA, ROBERT IVERSON, and DOES
1-15

Defendants.

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF PATRICIA LIM ("PLAINTIFF") in her representative capacity on behalf of
herself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined
below, against DEFENDANT WACHHORST LEIGH MEINSTER, DEFENDANT PETER
CHANG KONO, DEFENDANT SHACHI BAHL, DEFENDANT MARTHA VANZINA,
DEFENDANT ROBERT IVERSON, and DOES 1-15 ("Defendant DOES") (collectively

1 “DEFENDANTS”), alleges on information and belief, except for her own acts and knowledge which
2 are based on personal knowledge, the following:

3 **I. INTRODUCTION**

4 1. PLAINTIFF brings this action as an individual and in her representative capacity
5 pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*
6 (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS
7 for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

8 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
9 decreased their employment-related costs by systematically violating California wage and hour
10 laws.

11 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
12 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter*
13 *alia*:

- 14 a. Misclassification as exempt employees;
- 15 b. Failure to pay wages when due;
- 16 c. Failure to pay minimum wages;
- 17 d. Failure to pay overtime wages;
- 18 e. Failure to provide rest periods;
- 19 f. Failure to provide meal periods;
- 20 g. Failure to provide accurate itemized wage statements;
- 21 h. Failure to timely pay wages upon termination of employment.

22 4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of
23 herself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil
24 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

25 5. PLAINTIFF reserves the right to name additional representatives throughout the
26 State of California.

27 **II. PARTIES**

1 6. PLAINTIFF PATRICIA LIM (“PLAINTIFF”), an individual, has resided, and at all
2 times mentioned in this Complaint, continues to reside in Santa Clara County.

3 7. DEFENDANT Wachhorst Leigh Meinster, a Dental Corporation, registered with the
4 California Secretary of State as file No. 0586957, that at all relevant times mentioned herein
5 conducted and continues to conduct substantial and regular business throughout California.

6 8. DEFENDANT PETER CHANG KONO is, on information and belief, doing
7 business in California as the Chief Executive Officer of Defendant Wachhorst Leigh Meinster. Peter
8 Chang Kono is an owner, director, officer, or managing agent of Defendant Wachhorst Leigh
9 Meinster.

10 9. DEFENDANT SHACHI BAHL is, on information and belief, doing business in
11 California as the Chief Financial Officer of Defendant Wachhorst Leigh Meinster. Shachi Bahl is
12 an owner, director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

13 10. DEFENDANT MARTHA VANZINA is, on information and belief, doing business
14 in California as the Secretary of Defendant Wachhorst Leigh Meinster. Martha Vanzina is an owner,
15 director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

16 11. DEFENDANT ROBERT IVERSON is, on information and belief, doing business in
17 California as the Director of Defendant Wachhorst Leigh Meinster. Robert Iverson is an owner,
18 director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

19 12. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
20 relevant times mentioned herein conducted and continue to conduct substantial and regular business
21 throughout California.

22 13. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
23 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
24 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
25 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
26 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
27 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
28 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS

1 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
2 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

4 14. DEFENDANTS own, operate, and/or manage a dentistry practice in Palo Alto.

5 15. DEFENDANTS employed PLAINTIFF between approximately November 2006,
6 and September 2023, at DEFENDANT WACHHORST LEIGH MEINSTER’S location at 511
7 Byron St in Palo Alto, California 94301.

8 16. At all times, DEFENDANTS paid PLAINTIFF on a per patient basis and classified
9 PLAINTIFF as an exempt employee.

10 **III. JOINT EMPLOYER AND PAGA**

11 17. PLAINTIFF brings this action on behalf of herself and in her representative capacity
12 on behalf of the State of California and on behalf of all non-union individuals who are or previously
13 were employed by DEFENDANTS in California who suffered one or more Labor Code violations
14 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who
15 worked for DEFENDANTS between November 16, 2022, and the present (“PAGA PERIOD”).

16 18. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
17 § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the alleged
18 Labor Code violations committed by DEFENDANTS.

19 19. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
20 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
21 and the applicable Industrial Welfare Commission Wage Order.

22 20. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
23 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
24 2699(a).)

25 21. Section 558 of the California Labor Code provides that “any employer *or other*
26 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
27 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
28 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

1 22. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
2 acting either individually or as an officer, agent, or employee of another person, who pays or causes
3 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
4 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

5 23. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
6 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
7 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
8 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
9 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
10 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
11 Cal.App.4th 1112, 1145-1146.

12 24. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
13 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
15 caused the complaints, injuries, and damages alleged herein.

16 25. At all relevant times, each DEFENDANT, whether named or fictitious, was the
17 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
18 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
19 ratified the acts of the other.

20 26. Each DEFENDANT, whether named or fictitious, exercised control over
21 PLAINTIFF’S wages, working hours, and/or working conditions.

22 27. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
23 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
24 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

25 **IV. JURISDICTION AND VENUE**

26 28. This Court has jurisdiction over this Action pursuant to the California Code of Civil
27 Procedure, Section 410.10.
28

29. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF.

V. FACTUAL ALLEGATIONS

A. Misclassification

30. DEFENDANTS misclassified PLAINTIFF and other AGGRIEVED EMPLOYEES as non-exempt employees paid on a salary basis.

31. However, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on a per patient basis. PLAINTIFF and other AGGRIEVED EMPLOYEES did not customarily and regularly exercise discretion and independent judgment in the performance of their duties, and were not always paid no less than two (2) times the state minimum wage for full-time employment in violation of the “professionals” exemption.

32. As a result, DEFENDANTS consistently and uniformly violated numerous provisions of California Labor Code and applicable IWC Wage Order(s).

B. Rest Period Violations

33. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of DEFENDANTS' policies and practices.

34. PLANITIFF and other AGGRIEVED EMPLOYEES, from time-to-time were required to work in excess of eight (8) hours or more, without being provided a second ten (10) minute rest period for the same reasons.

35. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to either postpone or skip their rest periods as a result of scheduling practice to book patients consecutively preventing PLAINTIFF and other AGGRIEVED EMPLOYEES from taking rest periods. On occasions when PLAINTIFF and other AGGRIEVED EMPLOYEES did not have a patient scheduled or a patient cancelled an appointment, DEFENDANTS still did not permit rest

1 periods and instead directed PLAINTIFF and other AGGRIEVED EMPLOYEES to assist dental
2 hygienists and/or stock office supplies.

3 36. DEFENDANTS intentionally scheduled patients in a manner so that PLAINTIFF
4 and other AGGRIEVED EMPLOYEES were unable to take legally permitted rest periods.
5 DEFENDANTS additionally created work culture that there is always something to do which
6 prevented and discouraged PLAINTIFF and other AGGRIEVED EMPLOYEES from taking rest
7 periods if they had an opportunity.

8 37. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
9 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
10 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

11 38. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
12 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
13 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
14 employee's regular rate of compensation for each workday the rest period is not provided. During
15 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
16 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
17 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
18 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
19 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
20 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

21 C. Meal Period Violations

22 39. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
23 work during the meal break during what was supposed to be AGGRIEVED EMPLOYEES' off-duty
24 meal break due to DEFENDANTS' policies and practices.

25 40. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
26 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
27 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
28 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the

1 employee's regular rate of compensation.

2 41. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
3 EMPLOYEES to work during the meal break during what was scheduled to be off-duty meal break.
4 Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
5 perform work-related trainings or attend staff meetings during their meal periods. As a result,
6 PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their meal periods without
7 compensation at the applicable wage and rates. DEFENDANTS had, and may continue to practice,
8 a uniform policy to not pay PLANITIFF and other AGGRIEVED EMPLOYEES meal periods.

9 42. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other
10 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks and were
11 not fully relieved of duty for their meal period.

12 43. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
13 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
14 meal break. The nature of the work performed by AGGRIEVED EMPLOYEES do not qualify for
15 limited and narrowly construed "on-duty" meal period exception. AGGRIEVED EMPLOYEES
16 therefore forfeited meal breaks without additional compensation and in accordance with
17 DEFENDANTS' policies and practices.

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

19 44. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
20 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

21 45. DEFENDANTS failed to maintain a time-keeping system for PLAINTIFF and
22 AGGRIEVED EMPLOYEES which resulted in PLAINTIFF and other AGGRIEVED
23 EMPLOYEES performing off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other
24 AGGRIEVED EMPLOYEES all necessary wages for attending and performing work at
25 DEFENDANTS' direction, request and benefit.

26 46. DEFENDANTS directed and directly benefited from the uncompensated off-the-
27 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

28 47. DEFENDANTS controlled the work schedules, duties, protocols, applications,

1 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

2 48. DEFENDANTS were able to track the amount of time PLAINTIFF and other
3 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
4 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
5 work they performed, including during off-the-clock work.

6 49. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
7 subject to the requirements of the California Labor Code.

8 50. DEFENDANTS' policies and practices deprived PLAINTIFF and other
9 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
10 the off-the-clock work activities.

11 51. DEFENDANTS knew or should have known that PLAINTIFF and other
12 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

13 52. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
14 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
15 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

17 53. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
18 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
19 did not maintain accurate payroll and timekeeping records.

20 E. Defendants Failure to Track Employee Time

21 54. During PLAINTIFF's employment and during the PAGA Period, DEFENDANTS,
22 did not maintain a timekeeping system to accurately record and pay PLAINTIFF and other
23 AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and other AGGRIEVED worked each
24 day, including regular time, meal and rest breaks. As a result, DEFENDANTS failed to pay these
25 employees for all hours worked, overtime wages, and applicable meal premiums and rest premiums.

26 55. DEFENDANTS timekeeping practices resulted in PLAINTIFF and other
27 AGGRIEVED EMPLOYEES' showing less time worked on wage statements and employees being
28 paid per patient rather than per hour actually worked.

1 56. As a result of DEFENDANTS' practices, PLAINTIFF and other AGGRIEVED
2 EMPLOYEES, from time to time, forfeited time worked by working without their time being
3 accurately recorded and without compensation at the applicable pay rates.

4 57. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
5 them for all hours worked at DEFENDANTS' direction, control and benefit. DEFENDANTS'
6 uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES wages
7 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
8 records and employee testimony.

9 F. Violations for Untimely Payment of Wages

10 58. Pursuant to California Labor Code section 204, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES are entitled to timely payment of wages during their employment. PLAINTIFF and
12 other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
14 rest period premium wages within permissible time period and on days designated in advance by
15 the employer as regular payday.

16 G. Inaccurate Itemized Wage Statements

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

25 60. During PLAINTIFF'S employment and during the PAGA period, PLAINTIFF and
26 other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums, were not paid for
27 all hours worked, did not provide total hours work, or applicable hourly rates in effect,
28 DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with

1 complete and accurate wage statements. DEFENDANTS' paystubs failed to show, among other
2 things, the total hours worked and all applicable hourly rates in effect during the pay period and the
3 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments
4 or missed meal and rest periods.

5 61. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
6 and provide wage statements that comply with Cal. Lab. Code § 226.

7 62. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
8 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
9 from the wage statement alone the applicable hourly rate and the corresponding number of hours
10 worked at the applicable hourly rate for this remuneration.

11 63. Additionally, DEFENDANTS purported to pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES on a salary basis. However, such employees were not salaried
13 employees, but rather paid based on the total patients seen during the pay period.

14 64. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
15 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
16 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
17 due to clerical or inadvertent mistake.

18 **VI. CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 For Misclassification of Non-Exempt Employees
21 (C.C.R 11040; Lab Code § 515)
(Against All DEFENDANTS)

22 65. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
23 every allegation set forth above.

24 66. At all times relevant herein, DEFENDANTS engaged in a continuing pattern and
25 practice of willfully misclassifying all of its hourly, non-exempt employees as salaried exempt
26 employees, notwithstanding that under California law, all of these employees have been and are
27 paid on a "per patient" basis, did not exercise discretion or independent judgment, and did not always
28

1 earn a salary equivalent of at least twice the minimum wage at all times worked, thereby violating
2 Labor Code, applicable IWC Wage Orders, and California Code of Regulations.

3 67. Therefore, DEFENDANTS are liable for damages available for misclassifying their
4 employees as exempt status including unpaid overtime, minimum wage violations, missed rest
5 and/or meal periods, interest, and attorney's fees.

6 **SECOND CAUSE OF ACTION**

7 For Failure To Pay Wages When Due

8 (Cal. Lab. Code § 204, 210)

(Against All DEFENDANTS)

9 68. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
10 every allegation set forth above.

11 69. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
12 by any person in any employment are due and payable twice during each calendar month, on days
13 designated in advance by the employer as the regular paydays."

14 70. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS did not
15 pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums,
16 on regularly established paydays.

17 71. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
18 refused to perform their obligations to compensate their employees for all wages earned.

19 72. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
20 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
21 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
22 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
23 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
24 wages.

25 73. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
26 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
27 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
28 damage in amounts according to proof at trial.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

74. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit. Cal. Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to the unpaid minimum wages according to proof at trial.

78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, as a result of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF in regard to minimum wages.

80. PLAINTIFF was paid less for time worked than she was entitled to, constituting a failure to pay all earned wages.

1 81. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
3 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
4 are presently unknown to her, and which will be ascertained according to proof at trial.

5 82. DEFENDANTS knew or should have known that PLAINTIFF was under-
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
8 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
9 by refusing to pay PLAINTIFF the correct wages for their time worked.

10 83. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
11 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
12 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
13 due to PLAINTIFF.

14 84. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
16 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious disregard for their legal rights, or the
18 consequences to her, and with the intent of depriving her of their property and legal rights, and
19 otherwise causing her injury in order to increase company profits at the expense of this employee.

20 85. PLAINTIFF therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 86. To the extent minimum wage compensation is determined to be owed to
24 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
25 Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to waiting time penalties under
26 Cal. Lab. Code § 203, which penalties are sought herein on behalf of the PLAINTIFF and other
27 AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional,
28 and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

87. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

6
7
8
9
10
11

12
13
14
15
16
17

18
19
20
21
22
23
24

25

26

27

1 92. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
2 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
3 § 1198 further states that the employment of an employee for longer hours than those fixed by the
4 Industrial Welfare Commission is unlawful.

5 93. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
6 to work overtime for DEFENDANTS and was not paid for all the time worked, including overtime
7 work.

8 94. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
9 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of
10 implementing a uniform policy and practice that failed to accurately record overtime worked by
11 PLAINTIFF and other AGGRIEVED EMPLOYEES and denied accurate compensation to
12 PLAINTIFF and other AGGRIEVED EMPLOYEES for overtime worked, including, the overtime
13 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
14 and/or forty (40) hours in any workweek.

15 95. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
16 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
17 requirements and other applicable laws and regulations.

18 96. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
19 PLAINTIFF did not receive the correct overtime compensation for her time worked for
20 DEFENDANTS.

21 97. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
22 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
23 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF bring this Action on behalf of herself and other AGGRIEVED EMPLOYEES, based
26 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 98. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
3 and will continue to suffer an economic injury in amounts which are presently unknown to her, and
4 which will be ascertained according to proof at trial.

5 99. DEFENDANTS knew or should have known that PLAINTIFF was under
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay her for their labor as a matter of uniform company
8 policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing
9 to pay PLAINTIFF the correct overtime wages for their overtime worked.

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

17 101. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
18 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
19 in a sum as provided by the California Labor Code and/or other applicable statutes.

20 **FIFTH CAUSE OF ACTION**

21 For Failure to Provide Rest Periods

22 (Cal. Lab. Code §§ 226.7 & 512)

23 (Against All DEFENDANTS)

24 102. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
every allegation set forth above.

25 103. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
26 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
27 These laws and regulations further entitle employees to be paid one additional hour of pay at their
28 regular rate of compensation for each day of denied rest period.

104. PLAINTIFF was required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied her first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in lieu thereof.

105. As a result of the work schedules and staffing practices by DEFENDANTS, PLAINTIFF was denied her proper rest periods by DEFENDANTS and DEFENDANTS' managers.

106. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

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

SIXTH CAUSE OF ACTION

For Failure to Provide Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Against All DEFENDANTS)

108. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

109. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order. These laws and regulations further entitle employees to be paid one additional hour of pay at their regular rate of compensation for each day of denied meal period.

110. DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF did not prevent this employees from being relieved of all of her duties for the legally required off-duty meal periods. As a result of DEFENDANTS policies and

1 practices, PLAINTIFF was not fully relieved of duty by DEFENDANT for their meal periods on
2 occasion.

3 111. DEFENDANT further violated California Labor Code §§ 226.7, 512 and the
4 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
5 period, in accordance with the applicable Wage Order, one additional hour of compensation at
6 each employee's regular rate of pay for each workday that a meal period was not provided.

7 112. As a proximate result of the aforementioned violations, PLAINTIFF has been
8 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
9 penalties, expenses and costs of suit.

10 113. As a proximate result of the aforementioned violations, PLAINTIFF has been
11 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
12 penalties, expenses and costs of suit.

13 **SEVENTH CAUSE OF ACTION**

14 For Failure to Pay Wages Upon Termination

15 (Cal. Lab. Code § 201, 202, 203)

16 (Against All DEFENDANTS)

17 114. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
18 every allegation set forth above.

19 115. If an employer willfully fails to pay, without abatement or reduction, in accordance
20 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
21 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
22 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
23 Lab. Code § 203).

24 116. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
25 premiums due for bonuses, off-the-clock work, missed meal breaks and missed rest breaks and
26 DEFENDANTS have failed to pay any penalty wages owed under California Labor Code section
27 203.

28 117. Additionally, the employment of PLAINTIFF was terminated, and DEFENDANTS
have not tendered payment of wages to this employee who was underpaid for minimum wage, and/or

1 missed meal and rest breaks, as required by law.

2 118. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
3 governing the wages of PLAINTIFF as described in the causes of action above.

4 119. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself whose
5 employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not
6 paying all wages due at time of termination and demand an accounting and payment of all wages
7 due, plus interest and statutory costs as allowed by law.

8 **EIGHTH CAUSE OF ACTION**

9 For Failure to Provide Accurate, Itemized Wage Statements

10 (Cal. Lab. Code §§ 226; 226.3; 1174.5)

(Against All DEFENDANTS)

11 120. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
12 every allegation set forth above.

13 121. Labor Code section 226 requires defendants to provide employees an accurate
14 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
15 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
16 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
17 or her social security number, (8) the name and address of the legal entity that is the employer, and
18 (9) all applicable hourly rates in effect and the corresponding number of hours worked

19 122. DEFENDANTS did not accurately record PLAINTIFF'S time worked, wages, off-
20 the-clock work, classification, and missed meal and rest breaks. DEFENDANTS failed to provide
21 an accurate wage statement in writing that properly and accurately itemizes all wages, missed meal
22 and rest periods, applicable hourly wages in effect, and reporting time wages owed to PLAINTIFF
23 and thereby also failed to set forth the correct wages earned by the employees.

24 123. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
25 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

26 124. By failing to keep adequate records, as required by Labor Code sections 226 and
27 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
28 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

1 125. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
2 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

3 **NINTH CAUSE OF ACTION**

4 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
5 (Cal. Lab. Code §§ 2698 et seq.)
(Against All DEFENDANTS)

6 126. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
7 reallege as if fully stated herein each and every allegation set forth above.

8 127. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
9 within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and all other
10 AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
11 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
12 and intentional violations of the California Labor Code:

- 13 a. For misclassification of exempt status in violation of C.C.R § 11040, Labor Code
14 section 515, and applicable IWC Wage Orders;
- 15 b. For failing to pay wages, in violation of Labor Code sections 204 and 210;
- 16 c. For failing to pay wages upon termination, in violation of Labor Code sections 201,
17 202, and 203;
- 18 d. For failing to pay all minimum wages, in violation of Labor Code sections 1194,
19 1197.1, 218.5, and 218.6;
- 20 e. For failing to compensate employees who were not provided a meal period in
21 violation of Labor Code Section 226.7 and 512; and
- 22 f. For failing to compensate employees who were not provided a rest period in violation
23 of Labor Code Section 226.7 and 512; and
- 24 g. For failing to provide employees who worked more than eight (8) hours per workday
25 and more than forty (40) hours per workweek additional compensation beyond their
26 regular wages in violation of Labor Code Section 510.
- 27 h. For failing to maintain for and provide accurate, itemized wage statements required
28 by Labor Code Section 226, 226.3 and 1174.5.

128. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R. section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, and 2699, subdivisions (a) and (f).

129. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

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

1. On behalf of the PLAINTIFF:

A. An order requiring DEFENDANTS to pay all regular wages and all sums unlawfully withheld from compensation due to PLAINTIFF;

B. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

C. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

D. The wages of Plaintiff as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

E. 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) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226.

F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

G. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the

1 unpaid minimum wages according to proof at trial;

2 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

3 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
4 General Act of 2004;

5 3. On all claims:

6 A. An award of interest, including prejudgment interest at the legal rate;

7 B. Such other and further relief as the Court deems just and equitable; and

8 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

9
10 DATED: November 16, 2023,

Respectfully submitted,

11 **EMRAN LAW FIRM**

12
13
14 By: _____
15 Harris Emran
16 Attorney for PLAINTIFF and OTHER
17 AGGRIEVED EMPLOYEES
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: January 22, 2024

EMRAN LAW FIRM

By: _____
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
Patricia Lim

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

PATRICIA LIM, on behalf of herself and in
her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

vs.

WACHHORST LEIGH MEINSTER, a
California corporation, PETER CHANG
KONO, an individual, SHACHI BAHL, an
individual, MARTHA VANZINA, an
individual, ROBERT IVERSON, an individual,
and DOES 1-15

Defendants.

Case No. 24CV429909

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF PATRICIA LIM (“PLAINTIFF”) in her representative capacity on behalf of
herself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined
below, against DEFENDANT WACHHORST LEIGH MEINSTER, DEFENDANT PETER
CHANG KONO, DEFENDANT SHACHI BAHL, DEFENDANT MARTHA VANZINA,
DEFENDANT ROBERT IVERSON, and DOES 1-15 (“Defendant DOES”) (collectively

1 “DEFENDANTS”), alleges on information and belief, except for her own acts and knowledge which
2 are based on personal knowledge, the following:

3 **I. INTRODUCTION**

4 1. PLAINTIFF brings this action as an individual and in her representative capacity
5 pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*
6 (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS
7 for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

8 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
9 decreased their employment-related costs by systematically violating California wage and hour
10 laws.

11 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order
12 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter*
13 *alia*:

- 14 a. Misclassification as exempt employees;
- 15 b. Failure to pay wages when due;
- 16 c. Failure to pay minimum wages;
- 17 d. Failure to pay overtime wages;
- 18 e. Failure to provide rest periods;
- 19 f. Failure to provide meal periods;
- 20 g. Failure to provide accurate itemized wage statements;
- 21 h. Failure to timely pay wages upon termination of employment.

22 4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of
23 herself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil
24 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

25 5. PLAINTIFF reserves the right to name additional representatives throughout the
26 State of California.

27 **II. PARTIES**

1 6. PLAINTIFF PATRICIA LIM (“PLAINTIFF”), an individual, has resided, and at all
2 times mentioned in this Complaint, continues to reside in Santa Clara County.

3 7. DEFENDANT Wachhorst Leigh Meinster, a Dental Corporation, registered with the
4 California Secretary of State as file No. 0586957, that at all relevant times mentioned herein
5 conducted and continues to conduct substantial and regular business throughout California.

6 8. DEFENDANT PETER CHANG KONO is, on information and belief, doing
7 business in California as the Chief Executive Officer of Defendant Wachhorst Leigh Meinster. Peter
8 Chang Kono is an owner, director, officer, or managing agent of Defendant Wachhorst Leigh
9 Meinster.

10 9. DEFENDANT SHACHI BAHL is, on information and belief, doing business in
11 California as the Chief Financial Officer of Defendant Wachhorst Leigh Meinster. Shachi Bahl is
12 an owner, director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

13 10. DEFENDANT MARTHA VANZINA is, on information and belief, doing business
14 in California as the Secretary of Defendant Wachhorst Leigh Meinster. Martha Vanzina is an owner,
15 director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

16 11. DEFENDANT ROBERT IVERSON is, on information and belief, doing business in
17 California as the Director of Defendant Wachhorst Leigh Meinster. Robert Iverson is an owner,
18 director, officer, or managing agent of Defendant Wachhorst Leigh Meinster.

19 12. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
20 relevant times mentioned herein conducted and continue to conduct substantial and regular business
21 throughout California.

22 13. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
23 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
24 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
25 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
26 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
27 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
28 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS

1 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
2 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
3 that proximately caused the injuries and damages hereinafter alleged.

4 14. DEFENDANTS own, operate, and/or manage a dentistry practice in Palo Alto.

5 15. DEFENDANTS employed PLAINTIFF between approximately November 2006,
6 and September 2023, at DEFENDANT WACHHORST LEIGH MEINSTER’S location at 511
7 Byron St in Palo Alto, California 94301.

8 16. At all times, DEFENDANTS paid PLAINTIFF on a per patient basis and classified
9 PLAINTIFF as an exempt employee.

10 **III. JOINT EMPLOYER AND PAGA**

11 17. PLAINTIFF brings this action on behalf of herself and in her representative capacity
12 on behalf of the State of California and on behalf of all non-union individuals who are or previously
13 were employed by DEFENDANTS in California who suffered one or more Labor Code violations
14 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who
15 worked for DEFENDANTS between November 16, 2022, and the present (“PAGA PERIOD”).

16 18. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
17 § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the alleged
18 Labor Code violations committed by DEFENDANTS.

19 19. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
20 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
21 and the applicable Industrial Welfare Commission Wage Order.

22 20. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
23 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
24 2699(a).)

25 21. Section 558 of the California Labor Code provides that “any employer *or other*
26 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
27 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
28 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

1 22. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
2 acting either individually or as an officer, agent, or employee of another person, who pays or causes
3 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
4 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

5 23. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
6 that a corporate employer’s owners, officers, and directors, are subject to civil penalties for the
7 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
8 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
9 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
10 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
11 Cal.App.4th 1112, 1145-1146.

12 24. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
13 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
15 caused the complaints, injuries, and damages alleged herein.

16 25. At all relevant times, each DEFENDANT, whether named or fictitious, was the
17 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
18 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
19 ratified the acts of the other.

20 26. Each DEFENDANT, whether named or fictitious, exercised control over
21 PLAINTIFF’S wages, working hours, and/or working conditions.

22 27. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
23 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
24 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

25 **IV. JURISDICTION AND VENUE**

26 28. This Court has jurisdiction over this Action pursuant to the California Code of Civil
27 Procedure, Section 410.10.

29. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF.

V. FACTUAL ALLEGATIONS

A. Misclassification

30. DEFENDANTS misclassified PLAINTIFF and other AGGRIEVED EMPLOYEES as non-exempt employees paid on a salary basis.

31. However, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on a per patient basis. PLAINTIFF and other AGGRIEVED EMPLOYEES did not customarily and regularly exercise discretion and independent judgment in the performance of their duties and were not always paid no less than two (2) times the state minimum wage for full-time employment in violation of the “professionals” exemption.

32. As a result, DEFENDANTS consistently and uniformly violated numerous provisions of California Labor Code and applicable IWC Wage Order(s).

B. Rest Period Violations

33. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of DEFENDANTS' policies and practices.

34. PLANITIFF and other AGGRIEVED EMPLOYEES, from time-to-time were required to work in excess of eight (8) hours or more, without being provided a second ten (10) minute rest period for the same reasons.

35. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to either postpone or skip their rest periods as a result of scheduling practice to book patients consecutively preventing PLAINTIFF and other AGGRIEVED EMPLOYEES from taking rest periods. On occasions when PLAINTIFF and other AGGRIEVED EMPLOYEES did not have a patient scheduled or a patient cancelled an appointment, DEFENDANTS still did not permit rest

1 periods and instead directed PLAINTIFF and other AGGRIEVED EMPLOYEES to assist dental
2 hygienists and/or stock office supplies.

3 36. DEFENDANTS intentionally scheduled patients in a manner so that PLAINTIFF
4 and other AGGRIEVED EMPLOYEES were unable to take legally permitted rest periods.
5 DEFENDANTS additionally created work culture that there is always something to do which
6 prevented and discouraged PLAINTIFF and other AGGRIEVED EMPLOYEES from taking rest
7 periods if they had an opportunity.

8 37. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
9 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
10 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

11 38. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
12 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
13 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
14 employee's regular rate of compensation for each workday the rest period is not provided. During
15 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
16 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
17 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
18 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
19 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
20 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

21 C. Meal Period Violations

22 39. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to
23 work during the meal break during what was supposed to be AGGRIEVED EMPLOYEES' off-duty
24 meal break due to DEFENDANTS' policies and practices.

25 40. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
26 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
27 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
28 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the

1 employee's regular rate of compensation.

2 41. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
3 EMPLOYEES to work during the meal break during what was scheduled to be off-duty meal break.
4 Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
5 perform work-related trainings or attend staff meetings during their meal periods. As a result,
6 PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their meal periods without
7 compensation at the applicable wage and rates. DEFENDANTS had, and may continue to practice,
8 a uniform policy to not pay PLANITIFF and other AGGRIEVED EMPLOYEES meal periods.

9 42. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other
10 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks and were
11 not fully relieved of duty for their meal period.

12 43. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
13 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
14 meal break. The nature of the work performed by AGGRIEVED EMPLOYEES do not qualify for
15 limited and narrowly construed "on-duty" meal period exception. AGGRIEVED EMPLOYEES
16 therefore forfeited meal breaks without additional compensation and in accordance with
17 DEFENDANTS' policies and practices.

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

19 44. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
20 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

21 45. DEFENDANTS failed to maintain a time-keeping system for PLAINTIFF and
22 AGGRIEVED EMPLOYEES which resulted in PLAINTIFF and other AGGRIEVED
23 EMPLOYEES performing off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other
24 AGGRIEVED EMPLOYEES all necessary wages for attending and performing work at
25 DEFENDANTS' direction, request, and benefit.

26 46. DEFENDANTS directed and directly benefited from the uncompensated off-the-
27 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

28 47. DEFENDANTS controlled the work schedules, duties, protocols, applications,

1 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

2 48. DEFENDANTS were able to track the amount of time PLAINTIFF and other
3 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
4 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
5 work they performed, including during off-the-clock work.

6 49. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
7 subject to the requirements of the California Labor Code.

8 50. DEFENDANTS' policies and practices deprived PLAINTIFF and other
9 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
10 the off-the-clock work activities.

11 51. DEFENDANTS knew or should have known that PLAINTIFF and other
12 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

13 52. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
14 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
15 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

17 53. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
18 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
19 did not maintain accurate payroll and timekeeping records.

20 E. Defendants Failure to Track Employee Time

21 54. During PLAINTIFF's employment and during the PAGA Period, DEFENDANTS,
22 did not maintain a timekeeping system to accurately record and pay PLAINTIFF and other
23 AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and other AGGRIEVED worked each
24 day, including regular time, meal and rest breaks. As a result, DEFENDANTS failed to pay these
25 employees for all hours worked, overtime wages, and applicable meal premiums and rest premiums.

26 55. DEFENDANTS timekeeping practices resulted in PLAINTIFF and other
27 AGGRIEVED EMPLOYEES' showing less time worked on wage statements and employees being
28 paid per patient rather than per hour actually worked.

1 56. As a result of DEFENDANTS' practices, PLAINTIFF and other AGGRIEVED
2 EMPLOYEES, from time to time, forfeited time worked by working without their time being
3 accurately recorded and without compensation at the applicable pay rates.

4 57. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
5 them for all hours worked at DEFENDANTS' direction, control, and benefit. DEFENDANTS'
6 uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES wages
7 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
8 records and employee testimony.

9 F. Violations for Untimely Payment of Wages

10 58. Pursuant to California Labor Code section 204, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES are entitled to timely payment of wages during their employment. PLAINTIFF and
12 other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
14 rest period premium wages within permissible time period and on days designated in advance by
15 the employer as regular payday.

16 G. Inaccurate Itemized Wage Statements

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

25 60. During PLAINTIFF'S employment and during the PAGA period, PLAINTIFF and
26 other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums, were not paid for
27 all hours worked, did not provide total hours work, or applicable hourly rates in effect,
28 DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with

1 complete and accurate wage statements. DEFENDANTS' paystubs failed to show, among other
2 things, the total hours worked and all applicable hourly rates in effect during the pay period and the
3 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments
4 or missed meal and rest periods.

5 61. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
6 and provide wage statements that comply with Cal. Lab. Code § 226.

7 62. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
8 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
9 from the wage statement alone the applicable hourly rate and the corresponding number of hours
10 worked at the applicable hourly rate for this remuneration.

11 63. Additionally, DEFENDANTS purported to pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES on a salary basis. However, such employees were not salaried
13 employees, but rather paid based on the total patients seen during the pay period.

14 64. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
15 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
16 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
17 due to clerical or inadvertent mistake.

18 **VI. CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 For Misclassification of Non-Exempt Employees

21 (C.C.R 11040; Lab Code § 515)

(Against All DEFENDANTS)

22 65. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
23 every allegation set forth above.

24 66. At all times relevant herein, DEFENDANTS engaged in a continuing pattern and
25 practice of willfully misclassifying all of its hourly, non-exempt employees as salaried exempt
26 employees, notwithstanding that under California law, all of these employees have been and are
27 paid on a "per patient" basis, did not exercise discretion or independent judgment, and did not always
28

1 earn a salary equivalent of at least twice the minimum wage at all times worked, thereby violating
2 Labor Code, applicable IWC Wage Orders, and California Code of Regulations.

3 67. Therefore, DEFENDANTS are liable for damages available for misclassifying their
4 employees as exempt status including unpaid overtime, minimum wage violations, missed rest
5 and/or meal periods, interest, and attorney's fees.

6 **SECOND CAUSE OF ACTION**

7 For Failure to Pay Wages When Due

8 (Cal. Lab. Code § 204, 210)

(Against All DEFENDANTS)

9 68. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
10 every allegation set forth above.

11 69. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
12 by any person in any employment are due and payable twice during each calendar month, on days
13 designated in advance by the employer as the regular paydays."

14 70. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS did not
15 pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums,
16 on regularly established paydays.

17 71. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
18 refused to perform their obligations to compensate their employees for all wages earned.

19 72. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
20 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
21 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
22 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
23 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
24 wages.

25 73. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
26 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
27 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
28 damage in amounts according to proof at trial.

1 **THIRD CAUSE OF ACTION**

2 For Failure to Pay Minimum Wages
3 (Cal. Lab. Code § 1194, 1197& 1197.1, 218.5, 218.6)
4 (Against All DEFENDANTS)

5 74. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 75. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
9 failure to accurately calculate and pay minimum wages to PLAINTIFF.

10 76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
12 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
13 the unpaid minimum wages according to proof at trial.

14 77. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
15 regard to the correct amount of time worked, not on a salary basis, and instead on a per patient
16 basis. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
17 intentionally deny payment of wages due to PLAINTIFF for all hours worked and therefore did not
18 receive minimum wage for all hours worked as required by Cal. Lab. Code § 1197.

19 78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
20 without limitation, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to PLAINTIFF in regard to minimum wages.

22 79. In committing these violations of the California Labor Code, DEFENDANTS failed
23 to calculate the amount of time worked and consequently underpaid the actual time worked by
24 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
25 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
26 requirements and other applicable laws and regulations.

27 80. PLAINTIFF was paid less for time worked than she was entitled to, constituting a
28 failure to pay all earned wages.

1 81. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
3 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
4 are presently unknown to her, and which will be ascertained according to proof at trial.

5 82. DEFENDANTS knew or should have known that PLAINTIFF was under-
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
8 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
9 by refusing to pay PLAINTIFF the correct wages for their time worked.

10 83. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
11 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
12 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
13 due to PLAINTIFF.

14 84. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
16 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious disregard for their legal rights, or the
18 consequences to her, and with the intent of depriving her of their property and legal rights, and
19 otherwise causing her injury in order to increase company profits at the expense of this employee.

20 85. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 86. To the extent minimum wage compensation is determined to be owed to
24 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
25 Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to waiting time penalties under
26 Cal. Lab. Code § 203, which penalties are sought herein on behalf of the PLAINTIFF and other
27 AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional,
28 and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

87. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

6
7
8
9
10
11

12
13
14
15
16
17

18
19
20
21
22
23
24

25

26

27

1 92. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
2 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
3 § 1198 further states that the employment of an employee for longer hours than those fixed by the
4 Industrial Welfare Commission is unlawful.

5 93. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
6 to work overtime for DEFENDANTS and was not paid for all the time worked, including overtime
7 work.

8 94. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
9 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of
10 implementing a uniform policy and practice that failed to accurately record overtime worked by
11 PLAINTIFF and other AGGRIEVED EMPLOYEES and denied accurate compensation to
12 PLAINTIFF and other AGGRIEVED EMPLOYEES for overtime worked, including, the overtime
13 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
14 and/or forty (40) hours in any workweek.

15 95. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
16 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
17 requirements and other applicable laws and regulations.

18 96. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
19 PLAINTIFF did not receive the correct overtime compensation for her time worked for
20 DEFENDANTS.

21 97. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
22 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
23 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF bring this Action on behalf of herself and other AGGRIEVED EMPLOYEES, based
26 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 98. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
3 and will continue to suffer an economic injury in amounts which are presently unknown to her, and
4 which will be ascertained according to proof at trial.

5 99. DEFENDANTS knew or should have known that PLAINTIFF was under
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay her for their labor as a matter of uniform company
8 policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing
9 to pay PLAINTIFF the correct overtime wages for their overtime worked.

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

17 101. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
18 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
19 in a sum as provided by the California Labor Code and/or other applicable statutes.

20 **FIFTH CAUSE OF ACTION**

21 For Failure to Provide Rest Periods

22 (Cal. Lab. Code §§ 226.7 & 512)

23 (Against All DEFENDANTS)

24 102. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
every allegation set forth above.

25 103. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
26 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
27 These laws and regulations further entitle employees to be paid one additional hour of pay at their
28 regular rate of compensation for each day of denied rest period.

1 104. PLAINTIFF was required to work in excess of four (4) hours without being provided
2 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied her first rest
3 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
4 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
5 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
6 lieu thereof.

7 105. As a result of the work schedules and staffing practices by DEFENDANTS,
8 PLAINTIFF was denied her proper rest periods by DEFENDANTS and DEFENDANTS' managers.

9 106. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
10 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
11 accordance with the applicable Wage Order, one additional hour of compensation at each
12 employee's regular rate of pay for each workday that rest period was not provided.

13 107. As a proximate result of the aforementioned violations, PLAINTIFF has been
14 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
15 penalties, expenses, and costs of suit.

16 **SIXTH CAUSE OF ACTION**

17 For Failure to Provide Meal Periods

18 (Cal. Lab. Code §§ 226.7 & 512)

19 (Against All DEFENDANTS)

20 108. PLAINTIFF incorporates by reference and reallege as if fully stated herein each
21 and every allegation set forth above.

22 109. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
23 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage
24 Order. These laws and regulations further entitle employees to be paid one additional hour of pay
25 at their regular rate of compensation for each day of denied meal period.

26 110. DEFENDANT failed to provide all the legally required off-duty meal breaks to
27 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
28 performed by PLAINTIFF did not prevent this employee from being relieved of all of her duties
for the legally required off-duty meal periods. As a result of DEFENDANTS policies and

1 practices, PLAINTIFF was not fully relieved of duty by DEFENDANT for their meal periods on
2 occasion.

3 111. DEFENDANT further violated California Labor Code §§ 226.7, 512 and the
4 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
5 period, in accordance with the applicable Wage Order, one additional hour of compensation at
6 each employee's regular rate of pay for each workday that a meal period was not provided.

7 112. As a proximate result of the aforementioned violations, PLAINTIFF has been
8 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
9 penalties, expenses, and costs of suit.

10 113. As a proximate result of the aforementioned violations, PLAINTIFF has been
11 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
12 penalties, expenses, and costs of suit.

13 **SEVENTH CAUSE OF ACTION**

14 For Failure to Pay Wages Upon Termination

15 (Cal. Lab. Code § 201, 202, 203)

16 (Against All DEFENDANTS)

17 114. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
18 every allegation set forth above.

19 115. If an employer willfully fails to pay, without abatement or reduction, in accordance
20 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
21 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
22 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
23 Lab. Code § 203).

24 116. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
25 premiums due for bonuses, off-the-clock work, missed meal breaks and missed rest breaks and
26 DEFENDANTS have failed to pay any penalty wages owed under California Labor Code section
27 203.

28 117. Additionally, the employment of PLAINTIFF was terminated, and DEFENDANTS
have not tendered payment of wages to this employee who was underpaid for minimum wage, and/or

missed meal and rest breaks, as required by law.

118. DEFENDANTS knowingly and willfully violated the laws, regulations and orders governing the wages of PLAINTIFF as described in the causes of action above.

119. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself whose employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

For Failure to Provide Accurate, Itemized Wage Statements

(Cal. Lab. Code §§ 226; 226.3; 1174.5)

(Against All DEFENDANTS)

120. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

121. Labor Code section 226 requires defendants to provide employees an accurate itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked

122. DEFENDANTS did not accurately record PLAINTIFF'S time worked, wages, off-the-clock work, classification, and missed meal and rest breaks. DEFENDANTS failed to provide an accurate wage statement in writing that properly and accurately itemizes all wages, missed meal and rest periods, applicable hourly wages in effect, and reporting time wages owed to PLAINTIFF and thereby also failed to set forth the correct wages earned by the employees.

123. DEFENDANTS knowingly and intentionally failed to comply with Labor Code section 226(a) on each and every wage statement that they provided to PLAINTIFF.

124. By failing to keep adequate records, as required by Labor Code sections 226 and 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

1 125. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
2 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

3 **NINTH CAUSE OF ACTION**

4 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
5 (Cal. Lab. Code §§ 2698 et seq.)
(Against All DEFENDANTS)

6 126. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
7 reallege as if fully stated herein each and every allegation set forth above.

8 127. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
9 within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and all other
10 AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
11 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
12 and intentional violations of the California Labor Code:

- 13 a. For misclassification of exempt status in violation of C.C.R § 11040, Labor Code
14 section 515, and applicable IWC Wage Orders;
- 15 b. For failing to pay wages, in violation of Labor Code sections 204 and 210;
- 16 c. For failing to pay wages upon termination, in violation of Labor Code sections 201,
17 202, and 203;
- 18 d. For failing to pay all minimum wages, in violation of Labor Code sections 1194,
19 1197.1, 218.5, and 218.6;
- 20 e. For failing to compensate employees who were not provided a meal period in
21 violation of Labor Code Section 226.7 and 512; and
- 22 f. For failing to compensate employees who were not provided a rest period in violation
23 of Labor Code Section 226.7 and 512; and
- 24 g. For failing to provide employees who worked more than eight (8) hours per workday
25 and more than forty (40) hours per workweek additional compensation beyond their
26 regular wages in violation of Labor Code Section 510.
- 27 h. For failing to maintain for and provide accurate, itemized wage statements required
28 by Labor Code Section 226, 226.3 and 1174.5.

128. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R. section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, and 2699, subdivisions (a) and (f).

129. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

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

1. On behalf of the PLAINTIFF:

A. An order requiring DEFENDANTS to pay all regular wages and all sums unlawfully withheld from compensation due to PLAINTIFF;

B. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

C. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

D. The wages of Plaintiff as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

E. 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) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226.

F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

G. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the

1 unpaid minimum wages according to proof at trial;

2 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

3 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
4 General Act of 2004;

5 3. On all claims:

6 A. An award of interest, including prejudgment interest at the legal rate;

7 B. Such other and further relief as the Court deems just and equitable; and

8 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

9
10 DATED: January 23, 2024,

Respectfully submitted,

11 **EMRAN LAW FIRM**

12
13 By: Harris Emran
14 Harris Emran
15 Attorney for PLAINTIFF and OTHER
16 AGGRIEVED EMPLOYEES
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: January 23, 2024

EMRAN LAW FIRM

By: 
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C

PAGA SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Patricia Lim (“Plaintiff”), for herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Members, on the one hand, and Defendants Wachhorst Leigh Meinster, Dr. Peter Chang Kono, an individual, Dr. Shachi Bahl, an individual, and Dr. Martha Vanzina, an individual, (“Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Members as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” means the PAGA Action, Case No. 24CV429909.
- (b) “Agreement” means this PAGA Settlement Agreement and Release.
- (c) “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- (d) “Complaint” means the operative Complaint, which was filed on or about November 16, 2023, for Violation of the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.); misclassification of non-exempt employees; failure to pay wages when due; failure to pay minimum wages; failure to pay overtime compensation; failure to provide rest periods; failure to provide meal periods; failure to pay wages upon termination; and failure to provide accurate, itemized wage statements.
- (e) “Court” means the Superior Court for the State of California, County of Santa Clara.
- (f) “Defendants” means the Defendants in this Action, Wachhorst Leigh Meinster, Dr. Peter Chang Kono, an individual, Dr. Shachi Bahl, an individual, and Dr. Martha Vanzina, an individual.
- (g) “Defense Counsel” or “Counsel for Defendant” means:

Nathan K. Low
nlow@fisherphillips.com
Jessica A. Taylor
jataylor@fisherphillips.com

FISHER & PHILLIPS, LLP
One Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-9001

- (h) “Individual Settlement Payment” means the portion of the Gross Settlement Amount paid to Plaintiff for the resolution of any individual claims Plaintiff may have against Defendants.
- (i) “PAGA Settlement Members” or “aggrieved employees” means Defendant’s current and former non-exempt employees in the State of California from November 22, 2022, through the Approval Date, subject to the potential limitations as described in Section II(C)(c) below.
- (j) “PAGA Settlement Member Payment” means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.
- (k) “Effective Date” means the date by which all of the following have occurred:
 - (1) The Court has approved the Agreement;
 - (2) The Court has entered the Final Order;
 - (3) The later of the following
 - i. if no timely objections are filed or if all objections are withdrawn, the date on which the Court or any party hereto serves notice of entry of the Final Order;
 - ii. if an objection is filed and not withdrawn, the seventh (7th) calendar day after the date for filing an appeal and no such appeal being filed; or
 - iii. if any timely appeals are filed, the seventh (7th) calendar date after the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement. Should any appeal not result in approval of the Parties’ Agreement as described herein, the Agreement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of December 15, 2023.
- (l) “Final Order” means the final Court order entered in the PAGA Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

- (m) “Gross Settlement Amount” means the total gross settlement amount of One Hundred Twenty Dollars and Zero Cents (\$120,000.00) to be paid by Defendants to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.
- (n) “LWDA” means the State of California Labor and Workforce Development Agency.
- (o) “Named Plaintiff” or “Plaintiff” means Patricia Lim, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees.
- (p) “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- (q) “PAGA Action” means the matter of *Patricia Lim v. Wachhorst Leigh Meinster, et al.*, filed in the Superior Court of California, County of Santa Clara, Case No. 24CV429909.
- (r) “PAGA Claims” means all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against the Released Parties, that could have been recovered under the PAGA based on the facts asserted in the PAGA Action for alleged: misclassification of non-exempt employees in violation of C.C.R 11040 and *Labor Code* section 515; failure to pay wages when due in violation of *Labor Code* sections 204 and 210; failure to pay minimum wages in violation of *Labor Code* sections 1194, 1197, 1197.1, 218.5, and 218.6; failure to pay overtime compensation in violation of *Labor Code* sections 558, 510, 1194, and 1198; failure to provide rest periods in violation of *Labor Code* sections 226.7 and 512; failure to provide meal periods in violation of *Labor Code* section 226.7 and 512; failure to pay wages upon termination in violation of *Labor Code* sections 201, 202, and 203; failure to provide accurate, itemized wage statements in violation of *Labor Code* sections 226, 226.3, and 1174.5, all corresponding and applicable Wage Orders.
- (s) “PAGA Claim Period” means any time during the period of November 22, 2022 through the Approval Date, subject to the potential limitations as described in Section II(C)(c) below.
- (t) “Plaintiff’s Counsel” means:

Harris Emran
harris@emranlaw.com
Kaitlin Martinez
kaitlin@emranlaw.com
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Telephone: (415) 890-0041
- (u) “Released Parties” means Dr. Robert Iverson, Defendants, their third-party staffing agencies, parents, subsidiaries, affiliates, insurers, related entities and divisions, and

their respective: (1) predecessors, successors, and assigns, and (2) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

(v) “Settlement Administrator” means Apex Class Action Administration.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). This Agreement is expressly contingent upon the Court’s approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). The Court’s failure to approve this Settlement shall render the entire Agreement voidable and unenforceable as to the Parties, at the option of either Plaintiff or Defendants. Each party may exercise its option to void this Agreement as provided above by giving notice, in writing, to the other party, and to the Court within fifteen (15) days after the Final Order denying approval of the Settlement has been received by the party seeking to void the Agreement.

Plaintiff will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court’s concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court’s concerns.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties to the LWDA within ten (10) days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

C. Gross Settlement Amount Payment Procedures

(a) Gross Settlement Amount

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agrees to pay the Gross Settlement Amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), which is the total and all-inclusive amount Defendants will be obligated to pay

under the Settlement embodied by this Agreement, subject only to the potential pro-rata increase as described in Section II(C)(c) below. The Gross Settlement Amount shall be allocated as follows:

- (1) Attorneys' Fees and Costs: Plaintiff's Counsel may apply to the Court for up to one-third of the total Gross Settlement Amount (currently estimated at Thirty Nine Thousand Six Hundred Dollars and Zero Cents \$39,600.00) ("Fee Amount") as attorneys' fees and will request up to Fourteen Thousand Dollars and Zero Cents (\$14,000.00) in actual costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Agreement, (ii) provide any of the Parties with the right to terminate the Agreement, or (iii) impose any obligation on Defendants to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not. If Plaintiff's Counsel's requests for the Fee Amount or Actual Cost are not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (2) Settlement Administration Fees: All Settlement Administration expenses shall be paid from the Gross Settlement Amount and shall not exceed Two Thousand Nine Hundred Eighty Dollars (\$2,980.00) ("Settlement Administration Fees"). Settlement Administration expenses paid to an outside Settlement Administration service must come out of the Gross Settlement Amount. The Parties agree to retain Apex Class Action Administration to serve as the Settlement Administrator in this matter. If the Settlement Administration Fees are less than the estimated amount of \$2,980.00, the remainder will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (3) Plaintiff's Enhancement Payment: Defendants agree not to oppose Plaintiff's request for an enhancement payment of Three Thousand Dollars (\$3,000.00) in recognition for the work Plaintiff has done on behalf of the State of California and the aggrieved employees. If Plaintiff's request for an enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (4) Plaintiff's Individual Settlement Payment: Defendants agree to pay Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) to Plaintiff in exchange for a settlement of Plaintiff's individual claims, and a comprehensive release of known and unknown claims including a Section 1542 release. The Individual Settlement shall be allocated as follows: Fifteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$15,750.00) to Plaintiff's Counsel, and Twenty-Nine Thousand Two Hundred Fifty Dollars and Zero

Cents (\$29,250.00) to Plaintiff.

For tax purposes, Plaintiff's portion of the Individual Settlement Payment shall be treated as 10% wages, 90% non-economic damages, penalties, interest and legal fees and costs. The award is in addition to Plaintiff's shares of the PAGA settlement and shall be paid separately and in addition to the Gross Settlement Amount. The employer's share of payroll taxes on the Individual Settlement Payments shall be paid separately by Defendants. Plaintiff and Defendants will enter into a separate Individual Settlement Agreement, which will include a broad release and 1542 release. The Individual Settlement Agreement shall be confidential except that Plaintiff may disclose the Individual Settlement Agreement to the Court as part of her effort to seek approval of the PAGA Settlement.

(5) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Fee Amount, Actual Costs, Settlement Administration Fees, Plaintiff's Enhancement Payment from the Gross Settlement Amount, and Plaintiff's Individual Settlement Payment (this will yield the "Net Settlement Amount"). Thereafter, seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members ("PAGA Settlement Member Payment").

- i. The "PAGA Settlement Member Payment" for each PAGA Settlement Member shall be determined based on a formula taking into account the number of each PAGA Settlement Member's "Qualifying Pay Periods." A "Qualifying Pay Period" shall be defined as any pay period in which a PAGA Settlement Member was employed as a non-exempt employee during the PAGA Claim Period, as determined by Defendant's records.
- ii. The amount paid to each PAGA Settlement Member will be determined as follows: The 25% amount to be distributed to PAGA Settlement Members will be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the PAGA Claim Period ("Qualifying Pay Period Amount"). Each PAGA Settlement Member will then be paid an amount equal to the Qualifying Pay Period Amount multiplied by that PAGA Settlement Member's total number of Qualifying Pay Periods.

(b) Funding and Distribution Process

Defendants shall fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the Settlement Administrator within thirty (30) days of the Effective Date.

Defendants will provide Aggrieved Employee information (names, addresses, phone numbers, social security numbers, and number of Affected Pay Periods worked by each Aggrieved Employee) to the Settlement Administrator to assist the settlement process within ten (10) business days of the Effective Date. This information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.

Defendants will have five (5) business days from the date upon which the Settlement Administrator sends any requests for approvals regarding forms, calculations and timing to review and respond to any such inquiries. Failure to respond within the five (5) business days will constitute an approval of the issue. Payments to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel shall be made by the Settlement Administrator within twenty-one (21) days of the GSA being fully funded or within ten (10) business days of receiving the final PAGA Employees List, whichever is sooner. The Settlement Administrator will disburse PAGA Settlement Member Payments to each PAGA Settlement Member, will disburse the Attorneys Fees to Plaintiff's Counsel, will disburse the Attorneys' Costs to Plaintiff's Counsel, will send a check to Plaintiff for the Enhancement Payment, will send a check to Plaintiff for Plaintiff's Individual Settlement Payment, and will send a check to the LWDA for the LWDA Payment, in the amount calculated pursuant to the terms of this Agreement.

Prior to the disbursement to PAGA Settlement Members, the Settlement Administrator shall run a skip trace to obtain updated address information for every PAGA Settlement Member. PAGA Settlement Members who receive their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA Settlement Member Payment explaining the reason for the payment, substantially in the form attached hereto as **Exhibit A**, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be paid out to a mutually agreed upon *cy-pres* organization which supports "projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent" pursuant to California Code of Civil Procedure section 384.

(c) Pro Rata Increase

Defendants have represented that there are approximately 98 aggrieved employees who worked approximately 1,188 pay periods between November 22, 2022 through November 18, 2024. This estimate serves as the basis for Plaintiff accepting the Settlement. In the event the actual number of pay periods worked by the PAGA Settlement Members during the period from November 22, 2022 through the Approval Date exceeds 1,188 by more than 25%, then Defendants will need to choose whether to increase the Gross Settlement Amount on a proportional basis (i.e., if there was 30% increase in pay periods, Defendants would increase the Gross Settlement Amount by an additional 5%) or have the PAGA Claim Period end on the date when the 25% is reached.

(d) No Additional Contribution by Defendant

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount (subject only to the potential pro-rata increase as described in Section II(C)(c) above). Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal of all claims in the Action with prejudice) provided in this Agreement or to fully and finally settle and resolve the claims alleged in the PAGA Action.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action are barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

(e) Tax Indemnity

The PAGA Settlement Member Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each PAGA Settlement Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and the Released Parties shall not be held liable for any failure to do so.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendants dispute that Plaintiff or any PAGA Settlement Member are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Gross Settlement Amount and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the PAGA Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a

presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall be deemed voidable and unenforceable as to Plaintiff and Defendants, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement or a Final Order denying approval of the Settlement has been received by the party seeking to void the Settlement.

Where either party has exercised its option to void this Settlement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to November 18, 2024 in this Action, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. Claims Released By the LWDA and All PAGA Settlement Members

Upon the Effective Date, the LWDA, all PAGA Settlement Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties from the PAGA Claims, including, demands, liabilities, damages, attorneys' fees, costs and penalties that could have been recovered. PAGA Settlement Members will not be provided the opportunity to opt out of this release. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Settlement Members for violations of any predicate statutes other than PAGA, nor constitutes a waiver of claims by PAGA Settlement Members against the Released Parties for any individual non-PAGA wage and hour claims.

B. Claims Released By Plaintiff

In addition, upon the Effective Date, Plaintiff shall be deemed to have resigned from employment with Defendants and also to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties of all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendants. With respect to those claims released by Plaintiff in her individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims they may now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action, except as specifically provided above with respect to the Fee Amount, Actual Costs and Enforcement Action.

V. MISCELLANEOUS PROVISIONS

A. Confidentiality

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Agreement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this case in any manner that identifies Defendant, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. Neither Plaintiff nor Plaintiff's Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other PAGA Settlement Members. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing her Section 7 rights under the National Labor Relations Act, participating in Section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of consideration under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

B. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

C. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

D. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendants.

E. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settlement Member, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff individually and expressly warrants that she has not transferred to any person or entity, any right or cause of action, or claim released by this Agreement.

F. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all

of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

K. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

M. Fair Settlement

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

N. 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 and shall not be considered in interpreting this Agreement.

O. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights

or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

Q. Enforcement Action

In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 12/6/24, 2024

Patricia Lim

PATRICIA LIM
Plaintiff and PAGA Representative

Dated: _____, 2024

DR. MARTHA VANZINA
Defendant

Dated: _____, 2024

DR. PETER KONO
Defendant

Dated: _____, 2024

DR. SHACHI BAHL
Defendant

Dated: _____, 2024

WACHHORST LEIGH MEINSTER

By: _____

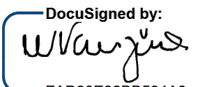
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: _____, 2024

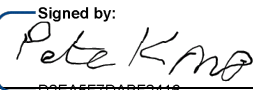
PATRICIA LIM
Plaintiff and PAGA Representative

Dated: 12/6/2024, 2024

DocuSigned by:

FAD99E929B504A8...

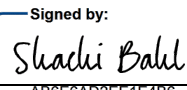
DR. MARTHA VANZINA
Defendant

Dated: 12/8/2024, 2024

Signed by:

D2EA5F7DABF2418...

DR. PETER KONO
Defendant

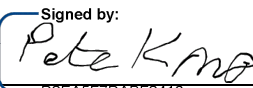
Dated: 12/6/2024, 2024

Signed by:

AB8E6AD2EE3E4B6...

DR. SHACHI BAHL
Defendant

Dated: 12/8/2024, 2024

WACHHORST LEIGH MEINSTER

By: 
D2EA5F7DABF2418...

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: December 6, 2024

EMRAN LAW FIRM

By: *Harris Emran*

HARRIS EMRAN
KAITLIN MARTINEZ
Attorneys for Plaintiffs

Dated: December 12, 2024

FISHER & PHILLIPS LLP

By: 

NATHAN K. LOW
JESSICA A. TAYLOR
Attorneys for Defendant

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

Re: *Patricia Lim v. Wachhorst Leigh Meinster, et al.*, filed in the Superior Court of California, County of Santa Clara, Case No. 24CV429909

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled, *Patricia Lim v. Wachhorst Leigh Meinster, et al.*, filed in the Superior Court of California, County of Santa Clara, Case No. 24CV429909 (the “PAGA Action”).

Patricia Lim (“Named Plaintiff”) filed the PAGA Action against Defendants Wachhorst Leigh Meinster, Dr. Peter Chang Kono, an individual, Dr. Shachi Bahl, an individual, Dr. Martha Vanzina, an individual, and Dr. Robert Iverson, an individual (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). Named Plaintiff brought the PAGA Action on behalf of the State of California and all current and former California non-exempt employees who worked at least one pay period for Defendants in California at any time during the period of November 22, 2022 onward. You have been identified as one of the individuals on whose behalf the case was brought.

The Named Plaintiff in the PAGA Action claimed that Defendants owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, the Named Plaintiff alleged that ICS: (1) misclassified non-exempt employees in violation of C.C.R 11040 and *Labor Code* section 515; (2) failed to pay wages when due in violation of *Labor Code* sections 204 and 210; (3) failed to pay minimum wages in violation of *Labor Code* sections 1194, 1197, 1197.1, 218.5, and 218.6; (4) failed to pay overtime compensation in violation of *Labor Code* sections 558, 510, 1194, and 1198; (5) failed to provide rest periods in violation of *Labor Code* sections 226.7 and 512; (6) failed to provide meal periods in violation of *Labor Code* section 226.7 and 512; (7) failed to pay wages upon termination in violation of *Labor Code* sections 201, 202, and 203; and (8) failed to provide accurate, itemized wage statements in violation of *Labor Code* sections 226, 226.3, and 1174.5.

Defendants deny and dispute all allegations made by Plaintiff, and Defendants maintain that they complied with the requirements of the California Labor Code and deny that it owes any penalties. In agreeing to this settlement, Defendants do not admit that they are liable in any way, and no court has made any such findings regarding the credibility of the claims alleged.

The Court has not ruled on the merits of the PAGA Action, but it has approved the settlement amount the parties agreed to. The settlement provides for a cash payment by Defendants in the amount of \$XXX (“Gross Settlement Amount”). After deducting the service award to Plaintiff (\$XXX), attorneys’ fees (\$XXX), actual litigation costs (\$XXX) and the Settlement Administrator’s costs (\$XXX) from the Gross Settlement Amount, the remaining balance represents the Net Settlement Amount.

The Court has approved a Net Settlement Amount in the amount of \$ TBD. By statute, seventy-five percent of the Net Settlement Amount (\$TBD) goes to the State of California’s Labor and Workforce Development Agency. The remaining twenty-five percent (\$TBD) will be paid to the individuals who were allegedly affected by the Labor Code violations at issue in the case. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. As such, you will be giving up or “releasing” Defendants from all claims, demands, liabilities, damages, attorney's fees, costs, and penalties that could have been recovered under the PAGA based on the facts asserted in the PAGA Action for alleged: misclassification of non-exempt employees in violation of C.C.R 11040 and *Labor Code* section 515; failure to pay wages when due in violation of *Labor Code* sections 204 and 210; failure to pay minimum wages in violation of *Labor Code* sections 1194, 1197, 1197.1, 218.5, and 218.6; failure to pay overtime compensation in violation of *Labor Code* sections 558, 510, 1194, and 1198; failure to provide rest periods in violation of *Labor Code* sections 226.7 and 512; failure to provide meal periods in violation of *Labor Code* section 226.7 and 512; failure to pay wages upon termination in violation of *Labor Code* sections 201, 202, and 203; failure to provide accurate, itemized wage statements in violation of *Labor Code* sections 226, 226.3, and 1174.5 and corresponding Wage Orders during the PAGA Claim Period.

Should you have any questions regarding the settlement, the contact information for the settlement administrator is [INSERT]

Sincerely,

[NAME AND TITLE OF SIGNATORY]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-994892-23
Plaintiff for PAGA Case: Patricia Lim
Filer/Attorney for PAGA Case: Harris Emran
Law Firm for PAGA Plaintiff: Emran Law Firm
Employer: Wachhorst Leigh Meinster, A Dental Corporation
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Santa Clara
PAGA Court Case Number: 24CV429909
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with PAGA Notice on 11/16/2023 05:29:21 PM	2023.11.16 Lim Complaint.pdf	11/17/2023 1:29 AM	PAGA Notice
Court Complaint Submitted on 12/11/2024 11:34:48 AM by Harris Emran	Complaint (Unlimited) (Fee Applies).pdf	12/11/2024 7:34 PM	Court Complaint
PAGA Notice Submitted on 11/16/2023 05:29:21 PM by Harris Emran	2023.11.16 Lim PAGA Notice.pdf	11/17/2023 1:29 AM	PAGA Notice
Proposed Settlement Submitted on 12/23/2024 01:29:01 PM by Harris Emran	Ex C to Emran Decl PAGA Settlement and Release Agreement-Fully Executed(53180351.1).pdf	12/23/2024 9:29 PM	Proposed Settlement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT E

Activities Export

12/23/2024
1:21 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/25/2024	\$	Motion for Approval filing Fee Pending final invoice Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	1.00	\$81.75	-	\$81.75
11/20/2024	\$	Berger Consulting - Damages Analysis for Mediation PLACEHOLDER Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	1.00	\$1,530.00	-	\$1,530.00
11/05/2024	\$	CMC Statement + POS Unbilled	Patricia Lim Employment (Wachhorst)	Litzzy Ortiz	1.00	\$21.42	-	\$21.42
09/26/2024	\$	Mediation Fee Unbilled	Patricia Lim Employment (Wachhorst)	Bobby Hardrick	1.00	\$10,000.00	-	\$10,000.00
02/07/2024	\$	POS Filing Fee (One Legal) Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	1.00	\$20.67	-	\$20.67
02/06/2024	\$	Service Fee re: Summons (4) Unbilled	Patricia Lim Employment (Wachhorst)	Ariana Ramish	1.00	\$278.10	-	\$278.10
01/29/2024	\$	Civil Lawsuit Notice Filing Fee Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	1.00	\$20.67	-	\$20.67
01/23/2024	\$	Complaint Filing Fee (One Legal) Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	1.00	\$455.75	-	\$455.75
11/16/2023	\$	PAGA filing fee Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$12,483.36 0.00h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/20/2024	 	email HE/BH/LO re: invoice for Todd smith ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/20/2024	 	instructions to LO for finalizing and filing for motion for approval ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
12/20/2024	 	incorporate OC changes onto pleading. Send for review ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.70h	\$450.00	-	\$315.00
12/20/2024	 	Update with C re: April hearing ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/19/2024	 	Review motion and send to OC for redlines ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/18/2024	 	Message LO re filing fees for motion for approval ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/18/2024	 	Finish drafting MPA and decl of HE.filing fee costs. ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	2.40h	\$450.00	-	\$1,080.00
12/17/2024	 	revise, finalize proposed judgment and proposed order; review mediation brief and case file; continue revising MPA and decl of HE; review PAGA submission and case dates ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	4.50h	\$450.00	-	\$2,025.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/12/2024	 	sent email w settlement agreement to c Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
12/11/2024	 	updated paga notice w letter head Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
12/06/2024	 	email OC signed settlement agreement; add counsel signature Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/06/2024	 	call iwht C re settlement and next steps for court approval Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/06/2024	 	Sent settlement agreement and release to C for signature Unbilled	Patricia Lim Employment (Wachhorst)	Jaleesa Caroccio	0.10h	\$115.00	-	\$11.50
12/03/2024	 	update with C Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/03/2024	 	Add Apex into settlement docs Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/03/2024	 	f/u with OC re: settlement agreement Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/25/2024	 	email OC admin quotes form Apex and ILYM Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/21/2024		texts w KM re reviewing orders and	Patricia Lim	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		motion to approve ● Unbilled	Employment (Wachhorst)					
11/21/2024	🕒	Completed the rough draft of proposed order/judgement, HE decl, and motion for approval ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	3.40h	\$185.00	-	\$629.00
11/21/2024	🕒	mtg w KM re revision for motion for approval + HE declaration ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.30h	\$185.00	-	\$55.50
11/21/2024	🕒	mtg with LO re: revisions to MPA for PAGA Approve ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
11/21/2024	🕒	Continued to work on HE decl and began working proposed order and notice of motion and mpa for PAGA approval ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	1.70h	\$185.00	-	\$314.50
11/20/2024	🕒	review settlement agreement; call with HE re: payment structure; email OC redlined agreement ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.80h	\$450.00	-	\$360.00
11/20/2024	🕒	Continued to work on HE decl ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.40h	\$185.00	-	\$74.00
11/20/2024	🕒	Call with SW and HE re: procore agreements ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/20/2024	 	Began drafting HE Decl + Proposed Judgement Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.50h	\$185.00	-	\$92.50
11/20/2024	 	Meeting w KM re proposed judgement + calandering file/serve approval Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
11/19/2024	 	Calendaring Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
11/19/2024	 	CMC appearance Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
11/18/2024	 	Mediation Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	5.50h	\$450.00	-	\$2,475.00
11/18/2024	 	Call w court clerk + calendar update Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.20h	\$185.00	-	\$37.00
11/18/2024	 	Sent email to court clerk Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
11/18/2024	 	on hold w court clerk for link Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
11/18/2024	 	Attempting to get CMC link from courts website Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.80h	\$185.00	-	\$148.00
11/15/2024	 	email OC mediation brief Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/15/2024	  Unbilled	uploaded docs	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
11/14/2024	  Unbilled	email C re: office separation and mediation zoom information	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/13/2024	  Unbilled	Finalize mediation brief; verify damages; attach exhibit and send to mediator	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
11/13/2024	  Unbilled	Discussion and review mediation brief with HE and LO	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
11/13/2024	  Unbilled	Mtg w HE/KM re mediation prep and reviewing brief	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.40h	\$185.00	-	\$74.00
11/11/2024	  Unbilled	call with Witness Koi - send decl for review	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
11/11/2024	  Unbilled	finalize mediation brief and individual damages	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	2.50h	\$450.00	-	\$1,125.00
11/08/2024	  Unbilled	Reviewing file/payroll records + call w KM for damages	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	1.50h	\$185.00	-	\$277.50
11/07/2024		Review all data in clio; create exhibits and examples; review time records for aggrieved employees;	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	5.30h	\$450.00	-	\$2,385.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		add to mediation brief; begin revising brief; texts with C re: facts ● Unbilled						
11/06/2024	🕒	2802 Tracker ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.12h	\$185.00	-	\$22.20
11/04/2024	🕒	Call to Pam - Witness but will not be named as witness in matter. ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/04/2024	🕒	Draft/File/Serve CMC Statement ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.90h	\$185.00	-	\$166.50
11/04/2024	🕒	review CMC statement; email LO re: jury fees ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/01/2024	🕒	f/u email to HE re: Koi witness statement and follow up next week ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/01/2024	🕒	Follow up email from Koi call ● Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.10h	\$185.00	-	\$18.50
11/01/2024	🕒	debrief with LO; discuss f/u with W next week ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/01/2024	🕒	Call with W Koi; ask about working conditions and willingness to sign decl ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/01/2024	 	Call w Koi & KM Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.45h	\$185.00	-	\$83.25
10/31/2024	 	schedule call with W - Koi Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/31/2024	 	Call w Trish & KM + follow up call w KM+ follow up email Unbilled	Patricia Lim Employment (Wachhorst)	Litzy Ortiz	0.53h	\$185.00	-	\$98.05
10/31/2024	 	Call with W (Trish) + f/u call with LO Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
10/28/2024	 	schedule witness interview with Trish Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/28/2024	 	text with W Koi; f/u call and VM; email to LO re: witness no longer wanting to speak. Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/24/2024	 	send messages to identified witnesses; email HE/LO re update Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/18/2024	 	email with OC re data; email JB files for review; text with HE; create dropbox and share files Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/16/2024	 	additional emails with C and discussion with HE re witnesses	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
10/16/2024	🕒	Email C re case update, mediation update and appearance ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/14/2024	🕒	review case calednar and deadlines; calednar mediation brief due date ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/04/2024	🕒	Patricia Lim Drafting Second Draft of Mediation Brief ● Unbilled	Patricia Lim Employment (Wachhorst)	Andrew Selvo	3.30h	\$250.00	-	\$825.00
10/03/2024	🕒	correct calednar invite for data transfer ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/03/2024	🕒	Email OC re data transfer ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/02/2024	🕒	Patricia Lim Drafting Mediation Brief Second Draft ● Unbilled	Patricia Lim Employment (Wachhorst)	Andrew Selvo	1.20h	\$250.00	-	\$300.00
10/02/2024	🕒	review c's doc and evidence, review mediation brief and send AS notes for revision. Discussion with AS re same ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.80h	\$450.00	-	\$360.00
09/30/2024	🕒	Patricia Lim Drafting Mediation Brief	Patricia Lim Employment (Wachhorst)	Andrew Selvo	2.90h	\$250.00	-	\$725.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
09/30/2024		Patricia Lim Drafting Mediation Brief Unbilled	Patricia Lim Employment (Wachhorst)	Andrew Selvo	2.80h	\$250.00	-	\$700.00
09/26/2024		Patricia Lim Drafting Mediation Brief Unbilled	Patricia Lim Employment (Wachhorst)	Andrew Selvo	3.50h	\$250.00	-	\$875.00
09/26/2024		Email AS and BH re mediation Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/24/2024		Patricia Lim Document Review + Drafting Demand Letter Unbilled	Patricia Lim Employment (Wachhorst)	Andrew Selvo	1.40h	\$250.00	-	\$350.00
09/23/2024		Patricia Lim Case Discussion Unbilled	Patricia Lim Employment (Wachhorst)	Andrew Selvo	0.10h	\$250.00	-	\$25.00
09/23/2024		review mediation brief due date and case facts Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/12/2024		C called updating how previous employer is now aware of lawsuit based on information from current employees, and new handbook was issued as of 9/12 Unbilled	Patricia Lim Employment (Wachhorst)	Romae-Anne Aquino	0.10h	\$250.00	-	\$25.00
09/12/2024		review C's case with HE/KM for updates, litigation strategy and next steps in legal case review meeting	Patricia Lim Employment (Wachhorst)	Romae-Anne Aquino	0.10h	\$250.00	-	\$25.00
					100.05h		\$0.00	\$32,516.00
							0.00h	100.05h

Activities Export

12/23/2024

1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
09/11/2024		Review records for fact investigation call with client to gather witnesses Unbilled	Patricia Lim Employment (Wachhorst)	Romae-Anne Aquino	1.40h	\$250.00	-	\$350.00
09/11/2024		review C's case with HE/KM for updates, litigation strategy and next steps in legal case review meeting Unbilled	Patricia Lim Employment (Wachhorst)	Romae-Anne Aquino	0.20h	\$250.00	-	\$50.00
09/11/2024		Client call/fact investigation for potential witnesses Unbilled	Patricia Lim Employment (Wachhorst)	Romae-Anne Aquino	0.20h	\$250.00	-	\$50.00
09/09/2024		review C's case with HE/KM for updates, litigation strategy and next steps in legal case review meeting Unbilled	Patricia Lim Employment (Wachhorst)	Romae-Anne Aquino	0.20h	\$250.00	-	\$50.00
09/09/2024		Case review re: declarations Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
09/03/2024		Review case status; assign RA mediation Brief Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
08/08/2024		Email OC confirming details of call Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
08/08/2024		Call with HE re: call with OC and aggrieved employees	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
					100.05h		\$0.00	\$32,516.00
							0.00h	100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
08/08/2024	🕒	Call with OC re: mediation data ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
08/07/2024	🕒	Email OC re: mtg on aggrieved employees ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
08/06/2024	🕒	Email OC re: availbity to discuss PAGA aggrieved employees ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
08/05/2024	🕒	email OC re: aggrieved employees ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
07/24/2024	🕒	Review and begin revising letter to OC re: temp employees in aggrieved employee definition ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
07/22/2024	🕒	Re: Aggrieved Employee Letter to OP ● Unbilled	Patricia Lim Employment (Wachhorst)	Morgan Haky	1.00h	\$200.00	-	\$200.00
07/08/2024	🕒	review Morgan research on temp employees and aggrieved employees; email MO re: correspondence to OC ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
07/03/2024	🕒	Re: Completed research on temporary workers as aggrieved employees and temporary workers in class actions	Patricia Lim Employment (Wachhorst)	Morgan Haky	2.30h	\$200.00	-	\$460.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
07/02/2024	🕒	Imported Time Entry: Lim Re: Research and drafting memo of aggrieved employee as a temporary worker ● Unbilled	Patricia Lim Employment (Wachhorst)	Morgan Haky	2.00h	\$200.00	-	\$400.00
07/01/2024	🕒	Imported Time Entry: Lim Re: Research on whether aggrieved employee can be a temporary worker. ● Unbilled	Patricia Lim Employment (Wachhorst)	Morgan Haky	2.00h	\$200.00	-	\$400.00
06/18/2024	🕒	review case notes; email LO legal research on temp employees and aggrieved employees ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
04/19/2024	🕒	Upload file ● Unbilled	Patricia Lim Employment (Wachhorst)	Sheeba Tabassum	0.10h	\$200.00	-	\$20.00
04/15/2024	🕒	Scanned docs re: stipulation to continue CMC ● Unbilled	Patricia Lim Employment (Wachhorst)	Bobby Hardrick	0.10h	\$115.00	-	\$11.50
04/15/2024	🕒	Draft stip to cont CMC - review case assignment; find dept 6 judge information; send to OC for review. ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
04/12/2024	🕒	Discussed mediation with KM & sent email to Jarrett. ● Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.30h	\$200.00	-	\$60.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/12/2024	  Unbilled	Texts with C re: update and the day sheets	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
04/05/2024	  Unbilled	Email OC re: data; email SN re: calendaring and data date for JG; update case notes	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
04/04/2024	  Unbilled	File upload	Patricia Lim Employment (Wachhorst)	Sheeba Tabassum	0.15h	\$200.00	-	\$30.00
04/03/2024	  Unbilled	email OC re: mediation date and data f/u	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/22/2024	  Unbilled	review OC email re: data and temp employees	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/22/2024	  Unbilled	Call with HE re: email to OC; send email re: mediation	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/19/2024	  Unbilled	Call with HE re: mediation and 120 days	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/18/2024	  Unbilled	Discussion with HE re: mediation and date/timeline and dataa	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/08/2024	  Unbilled	Email to OC re: PAGA pero and csampling	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
03/07/2024		Case update with C Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/07/2024		email OC re: mediators and sample size Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
03/07/2024		Call with HE re: mediation Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/28/2024		review proposed mediators; send list to HE Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
02/26/2024		Email OC re: mediation and data Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/21/2024		Email OC re: PAGA Data demand and temp employees Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/21/2024		PAGA data demand Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
02/20/2024		Call with HE re: mediation Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
02/13/2024		Update call w: KM & updated calendar Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.30h	\$200.00	-	\$60.00
02/13/2024		call with KM re: case update	Patricia Lim	Harris	0.10h	\$550.00	-	\$55.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024
1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Employment (Wachhorst)	Emran				
02/13/2024		call with HE re: call with OC and update Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/13/2024		F/U email to OC re: confirming details of the call Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/13/2024		Call with OC re: claims and next steps Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
02/13/2024		Review photos sent by C in prep for call with OC Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
02/13/2024		Call with PL re: evidence she sent over Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
02/12/2024		Update call w/ BH. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.10h	\$200.00	-	\$20.00
02/12/2024		Discussed next steps w/ SN Unbilled	Patricia Lim Employment (Wachhorst)	Bobby Hardrick	0.10h	\$115.00	-	\$11.50
02/12/2024		email OC re: mtg; speak with HE re same Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/08/2024		Discussed next steps w/ SN Unbilled	Patricia Lim Employment (Wachhorst)	Bobby Hardrick	0.10h	\$115.00	-	\$11.50
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/08/2024	 	Discussed next steps w/ BH. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.10h	\$200.00	-	\$20.00
02/07/2024	 	Filed POS (5); call w/ process server re services; calendared deadlines; call w/ KM re opp counsel willing to accept service & next steps; left vm for opp counsel. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.80h	\$200.00	-	\$160.00
02/07/2024	 	Discussed next steps w/ BH. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.10h	\$200.00	-	\$20.00
02/07/2024	 	Call with KM re: service of retired employee. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.10h	\$200.00	-	\$20.00
02/07/2024	 	Call with SN re: service of retired employee. Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/07/2024	 	Discussed next steps w/ SN Unbilled	Patricia Lim Employment (Wachhorst)	Bobby Hardrick	0.10h	\$115.00	-	\$11.50
01/29/2024	 	Compiled all docs & arranged for service of complaint. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.80h	\$200.00	-	\$160.00
01/23/2024	 	Filed complaint & supp docs. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	3.10h	\$200.00	-	\$620.00
01/23/2024	 	Drafted Discovery (RFPD) Unbilled	Patricia Lim Employment (Wachhorst)	Sheeba Tabassum	0.30h	\$200.00	-	\$60.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/23/2024	 	Revise complaint and send to SN for filing Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/22/2024	 	Finalize Lim Complaint send to HE for review/filinng Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	1.70h	\$450.00	-	\$765.00
01/19/2024	 	Revise/Finalze complaint for court filing Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.90h	\$450.00	-	\$405.00
01/19/2024	 	review payroll and personnel file; review exempt employee classification; discuss with HE; Add COA for misclassification Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	1.70h	\$450.00	-	\$765.00
01/16/2024	 	Email SN re: PAGA filed complaint Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/02/2024	 	case review with HE SN BH Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/26/2023	 	Document: Patricial Lim Production - Payroll and Personne.pdf Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/11/2023	 	Review intake and complaint in prep for call with OC Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/11/2023		Call with OC re: claims; records and next steps	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
12/07/2023	🕒	Texts with HE re: mtg; email OC re: availability ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/07/2023	🕒	Extension on Personnel/Payroll Records ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
12/06/2023	🕒	Upload file (Opp Atty LOR) ● Unbilled	Patricia Lim Employment (Wachhorst)	Sheeba Tabassum	0.10h	\$200.00	-	\$20.00
12/04/2023	🕒	Review litigation hold ltr; respond to OC; forward to Sheeba to upload ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/17/2023	🕒	update case notes from additional texts from C ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/17/2023	🕒	Texts from C; email from C; update case notes ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
11/16/2023	🕒	Reviewed & formatted complaint; reviewed & formatted paga notice; prepared all docs for mailing; post office run; filed all docs w/ LWDA. ● Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	3.20h	\$200.00	-	\$640.00
11/16/2023	🕒	call with SN re: mailing/PAGA ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/15/2023	 	revise complaint, add details, update paga notice, send to HE for review ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.90h	\$450.00	-	\$405.00
11/15/2023	 	Document: Defendant SOI.pdf ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/15/2023	 	Call with PL re: claims, owners, additional facts/claims and witness ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
11/09/2023	 	Document: Entity SOI.pdf ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/09/2023	 	Add Ds mailing info to Notes, Draft and send HE PAGA notice, add Ds serving info to notes; upload all docs to clio ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
11/08/2023	 	Revise complaint and finalize. Send to HE ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	1.90h	\$450.00	-	\$855.00
11/08/2023	 	update PL client notes. ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/08/2023	 	Call to PL re: county of residence ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/08/2023	 	Call to HE re: allegations ● Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h

Activities Export

12/23/2024

1:20 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/07/2023	 	Drafted doc demand & mailed. Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	0.50h	\$200.00	-	\$100.00
11/07/2023	 	Begin revising Lim complaint. Upload docs to clio Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.70h	\$450.00	-	\$315.00
11/03/2023	 	Drafted complaint (first draft) Unbilled	Patricia Lim Employment (Wachhorst)	Sheeba Tabassum	3.80h	\$200.00	-	\$760.00
10/31/2023	 	Patricia Lim - Call with HE re: complaint and claims Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/31/2023	 	Patricia Lim - Draft email to Sheeba for instructions for complaint ; pull up SOI Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/27/2023	 	PC (Lim) intake call; sent retainer; follow-up call Unbilled	Patricia Lim Employment (Wachhorst)	Shivanjali Naicker	1.50h	\$200.00	-	\$300.00
10/27/2023	 	Patricia Lim - research on D employer Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
10/27/2023	 	intake with Patricia Lim Unbilled	Patricia Lim Employment (Wachhorst)	Kaitlin Martinez	0.70h	\$450.00	-	\$315.00
					100.05h		\$0.00 0.00h	\$32,516.00 100.05h