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Attorneys for Plaintiff SHANNON CARDRINO
on behalf of the State of California and all other
similarly situated aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SHANNON CARDRINO, on behalf of
herself and all others similarly situated, and
the general public,

Plaintiffs,

v.

SARALE PACIFIC, LLC dba NEKTER
JUICE BAR, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

PAGA ACTION

Case No. 24CV001617

Assigned for All Purposes To:
Hon. Jill S. Talley
Dept. 8A

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

*[filed concurrently with Notice of Motion and
Motion to Approve PAGA Settlement;
Memorandum of Points and Authorities;
Declaration of Jodey Lawrence; and
[Proposed] Order and Judgment]*

Hearing Information:

Date: May 22, 2026
Time: 9:00 a.m.
Department: 8A

Action filed: January 30, 2024
FAC filed: April 4, 2024
Trial: None Set

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I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.Law, Inc., and counsel of record for Plaintiff Anton Cardrino (“Plaintiff”) in connection with her claims against Defendant Sarale Pacific, Inc. and Defendant Nektar Juice Bar (“Defendant”) (collectively, "the Parties") for civil penalties under the California Fair Labor Standards Act (“PAGA”), Labor Code §§ 2698 *et seq.* My firm (D.Law, Inc.) is referred to herein as “PAGA Counsel.” I have personal knowledge of the facts herein and if sworn as a witness, I could and would competently testify.

2. I submit this Declaration in support of the Plaintiff's Motion for Approval of the PAGA Action Settlement Agreement and Release ("Settlement Agreement"). The Settlement Agreement is attached hereto as **Exhibit 1**.

3. I have reviewed the Court's "Checklist for Motion for Approval of a PAGA Settlement" and Local Rule 2.99.05 and submit that Plaintiff's Motion for Approval of PAGA Settlement also complies with the Checklist.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On January 4, 2024, Plaintiff Cardrino filed a Class Action Complaint, asserting 9 of actions, including: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Reporting Time Wages; (5) Failure to Pay Proper Sick Pay (Lab. Code § 246); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 204, 223, 226.7 and 1198); (7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (8) Failure to Punish and Retain (Lab. Code § 2802); and (9) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*) (“Cardrino Complaint”). After filing of the Complaint, on January 30, 2024, Plaintiff Cardrino submitted her PAGA letter to the California Labor & Workforce Development Agency (LWDA) and Defendant (Case No. LWDA-CM-1008187-24). The PAGA letter is attached

1 hereto as **Exhibit 2**. On April 4, 2024, Plaintiff Cardrino filed her First Amended Complaint
2 adding a tenth cause of action for penalties under the Private Attorneys General Act (“PAGA”),
3 Labor Code § 2698, *et seq.* (the “Operative Complaint”).

4 5. On May 3, 2024, Defendant filed an Answer to Cardrino’s First Amended
5 Complaint, denying all allegations and any liability for the causes of action alleged.

6 6. On December 19, 2024, the Parties participated in a full-day mediation facilitated
7 by mediator Hon. Mitchel R. Goldberg (Ret.), who is highly experienced in wage and hour
8 matters. During mediation, the Parties engaged in a good faith, arms-length negotiations that
9 resulted in a settlement. The general terms of the settlement were formalized in the Settlement
10 Agreement now before the Court for approval.

11 7. Before filing the lawsuit, PAGA Counsel investigated and researched the facts
12 and circumstances underlying the pertinent issues and applicable law. This required thorough
13 discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research
14 into the various legal issues involved in the case. After conducting initial investigation, PAGA
15 Counsel determined that Plaintiff’s claims were well-suited for representative action adjudication
16 owing to what appeared to be a common course of conduct affecting a similarly situated and
17 aggrieved group of employees.

18 8. In advance of mediation, PAGA Counsel conducted a thorough investigation of
19 the facts and claims giving rise to the action, including: (1) conducting formal and informal
20 discovery and meeting and conferring with defense counsel about same; (2) reviewing and
21 analyzing a sampling of time and pay records, Defendant’s Employee Handbook, and Plaintiff’s
22 personnel files; (3) researching the applicable law and potential defenses; (4) constructing
23 damage models based on interpretations of California law; and (5) reviewing information
24 provided by Defendant at the mediation. After analyzing the relevant documents and other
25 gathered data, PAGA Counsel believed that this case was appropriate for resolution via
26 mediation.

27 **SETTLEMENT NEGOTIATIONS AND TERMS**

28 9. For purposes of the Settlement, Aggrieved Employees are defined as all current

1 and former non-exempt employees employed by Defendant in California at any time during the
2 PAGA Release Period (i.e. January 30, 2023, through February 17, 2025) (see **Exhibit 1**,
3 “PAGA Settlement Agreement”). Defendants represented that they employed 178 Aggrieved
4 Employees during the Settlement Period (see Declaration of Jodey Lawrence, or “Lawrence
5 Declaration”).

6 10. The PAGA Settlement Agreement requires Defendants to pay a total sum of
7 **\$113,000.00** (the “Gross Settlement Amount”). The Gross Settlement Amount will be allocated
8 as follows, pending Court approval:

- 9 a) Attorneys’ fees up to one-third of the Gross Settlement Amount, which is **\$37,666.67**
10 (“PAGA Counsel Fees Payment”), and PAGA Counsel’s actual litigation costs of
11 **\$10,761.41** (“PAGA Counsel Litigation Expenses Payment”).
- 12 b) Administration costs of no more than **\$4,000.00** to be paid to the Settlement
13 Administrator (“Administration Costs”), Phoenix Settlement Administrators
14 (“Phoenix”), for sending notices and for calculating settlement shares and preparing
15 all checks and mailing them;
- 16 c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”) after
17 deducting the above fees and costs is approximately **\$60,571.92** and shall be
18 designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved
19 Employees pursuant to Labor Code section 2699(i), with 75% (\$45,428.94) being
20 paid to the LWDA (the “LWDA Payment”) and 25% (\$15,142.98) being paid to the
21 Aggrieved Employees on a pro-rata basis (“Individual Settlement Awards”); and
- 22 d) The Aggrieved Employees will receive an average of approximately **\$85.07** per
23 person (\$15,142.98 divided by 178 Aggrieved Employees) as their share of the
24 Individual PAGA Payment (also see Lawrence Declaration filed concurrently
25 herewith).

26 11. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case,
27 the risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation
28 experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and

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

8 12. Furthermore, PAGA Counsel believes that the Settlement confers real benefits
9 upon Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by
10 the Court in the approval process will confirm this conclusion.

11 **THE STRENGTH OF PLAINTIFF'S CASE**

12 **IN LIGHT OF THE SETTLEMENT AMOUNT**

13 13. Plaintiff alleges that Defendant violated various provisions of California law and
14 seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 et seq. Under
15 Labor Code § 2699, specifically, Plaintiff sought civil penalties based on allegations that, *inter*
16 *alia*, Defendant:

- 17 • Failed to provide the Aggrieved Employees with compliant meal periods in light of
18 the many and different work demands that prevented them from timely taking their
19 meal periods.
- 20 • Failed to provide the Aggrieved Employees with compliant rest periods as they
21 frequently received interrupted, shortened, or no rest periods.
- 22 • Failed to pay the Aggrieved Employees minimum wages and overtime for "off-the-
23 clock" work.
- 24 • Failed to pay the Aggrieved Employees the full and correct reporting time pay when
25 Defendant regularly required them to report for work at their scheduled reporting
26 time and then did not put them to work and/or furnished less than half of their usual
27 or scheduled day's work.
- 28 • Failed to pay the Aggrieved Employees the requisite sick time pay of at least one

hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12-month period of work.

- Failed to provide accurate wage statements, including misstating the rates of pay, total hours worked, and total wages earned by Aggrieved Employees.
- Failed to pay all wages owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation.
- Failed to reimburse Aggrieved Employees for necessary work-related expenses, including expenses for purchase and use of vehicles, cellular phones, and uniforms.

14. Defendant denies and continues to deny all of the claims made by Plaintiff in this Action and contends that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiff and the Aggrieved Employees were paid for all hours worked; were provided lawfully compliant meal and rest periods and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendant or due to work; that Defendant paid all wages owed on a timely basis and at the time of termination or within seventy-two hours of resignation; that Defendant's wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. In light of Defendant's denials and arguments, PAGA Counsel carefully evaluated and negotiated a settlement that ensures a fair and equitable recovery for the affected employees. PAGA Counsel determined that a resolution of PAGA claims only would be in the best interests of the affected employees due to the fact that Defendant was no longer operating its business and after being provided financial records during discovery. The Parties therefore agreed to focus their resolution efforts on negotiating a PAGA-only settlement.

15. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows plaintiffs to obtain civil penalties on behalf of themselves and other Aggrieved Employees for a defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. The present case was filed prior to June 19, 2024. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code §

1 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved employee per
2 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
3 per pay period for each subsequent violation. Pursuant to Labor Code § 2699(m), seventy-five
4 (75) percent of the penalties recovered must be allocated to the LWDA, with the remaining
5 twenty-five (25) percent allocated to the affected employees. Additionally, under *Amaral v.*
6 *Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
7 \$100 per violation applies in the absence of a determination that a violation actually occurred.

8 16. Based on the foregoing facts and law, PAGA Counsel estimated Defendant's
9 maximum total exposure on the PAGA claim at approximately \$226,000.00, calculated by
10 multiplying the total number of Pay Periods (2,260) by \$100 per violation. Plaintiff's calculation
11 of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay
12 Period (i.e., Plaintiff did not stack the PAGA penalties in her damages calculation). The Gross
13 Settlement Amount of \$113,000.00 is approximately 50% of the maximum potential exposure
14 estimate of \$226,000.00.

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

23 18. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2)
24 states that "a court may award a lesser amount than the maximum civil penalty amount specified
25 by this part ... if, based on the facts and circumstances of the particular case, to do otherwise
26 would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman*
27 *v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30%
28 under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th

504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In departing from the \$50/100 pay period calculation to arrive at the \$113,000.00 Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant's defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff conservatively applied a discount of 50% to the maximum potential exposure (which equates to \$50 penalty per pay period) to get a realistic potential exposure of \$113,000.00 (2,260 pay periods x \$50 penalty per pay period). As such, the Gross Settlement Amount of \$113,000.00 represents 100% of the total realistic exposure PAGA Counsel estimated for the PAGA claims in this case. In light of this, PAGA Counsel submits that the Settlement is an optimal result for the Aggrieved Employees and the State.

19. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

REQUEST FOR ATTORNEYS' FEES AND COSTS

20. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is **\$37,666.67**, and an award of actual litigation costs to PAGA Counsel of **\$10,761.41**. PAGA Counsel's cost log for this matter is attached hereto as **Exhibit 3**.

21. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Counsel for all uncompensated work that they have already done and for all the work they will continue to do in

1 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
2 Aggrieved Employees regarding their claims, and assisting in the administration of the
3 Settlement if and when it is approved.

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

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

23 24. PAGA Counsel is well acquainted with the contingent-fee market throughout
24 California, particularly as it pertains to PAGA and class-action litigation. PAGA Counsel has
25 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
26 representatives in class-action and PAGA suits. Many of those agreements required that counsel
27 receive a fee under certain scenarios that exceeds one-third of the recovery. Moreover, courts in
28 this county and others have approved attorneys' fees awards in other PAGA settlements on a

1 common fund basis at a commensurate percentage to what Plaintiff and PAGA Counsel are
2 requesting here.

3 25. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to
4 or greater than one-third of the gross settlement amount. *See Crandall v. U-Haul* (Los Angeles
5 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40%
6 attorney fee request in an overtime-exemption class action; the Honorable Donald E. Smallwood
7 awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles
8 County Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in
9 *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable
10 Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet
11 proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case
12 No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360
13 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel
14 in wage-and-hour class actions that had not proceeded to the class-certification stage.

15 26. Moreover, PAGA Counsel's fee request is also reasonable when considered under
16 a lodestar cross-check, where a base fee amount is calculated from a compilation of time
17 reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v.*
18 *Priest* (1977) 20 Cal.3d 25, 48. The court then may enhance this lodestar figure by a "multiplier"
19 to account for a range of factors, such as the novelty and difficulty of the case, its contingent
20 nature, and the degree of success achieved. *Id.* at 49; *see also Ketchum v. Moses* (2001) 24
21 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, ("[t]here
22 is no...rule limiting the factors that may justify an exercise of judicial discretion to [adjust the]
23 lodestar").

24 27. Here, PAGA Counsel spent substantial time on this matter, and the lodestar cross
25 check establishes that the fees requested will require a negative modifier under the lodestar
26 analysis, meaning the requested fees are substantially less than our attorney time invested in this
27 Action justifies under the lodestar cross-check. Aside from drafting the initial complaints, PAGA
28 Counsel conducted informal discovery, reviewed and analyzed time and pay records,

1 employment handbooks, relevant policies and other documentation, researched the applicable
2 law and potential defenses, constructed damage models based on interpretations of California
3 law, reviewed information provided by Defendant and completed mediation, engaged in meet
4 and confer efforts with Defendant, drafted and revised the settlement agreement, and drafted this
5 Motion and its supporting documents.

6 28. More specifically, PAGA Counsel conservatively estimates that it has invested at
7 least **89.1** hours of attorney time in this matter. My current billing rate is \$1045.00 per hour (18
8 years out of law school, adjusted Laffey Matrix rate of \$1,044.48)¹, and I spent approximately
9 25.4 hours in this matter with a lodestar amount of \$26,543.00. Former Associate Attorney
10 Kevin Burns' billing rate was \$475.00 per hour (3 years out of law school, adjusted Laffey
11 Matrix rate of \$520.70) and he spent 20.1 hours on this matter, with a lodestar amount of
12 \$9,547.50. Associate Attorney Antonia McKee's billing rate \$585.00 per hour (4 years out of
13 law school, adjusted Laffey Matrix rate of \$640.62), and she spent approximately 13.2 hours in
14 this matter with a lodestar amount of \$7,722.00. Associate Attorney Norayr Zakaryan's billing
15 rate is \$475.00 per hour (1 year out of law school, adjusted Laffey Matrix rate of \$520.70), and
16 he spent approximately 4.6 hours in this matter with a lodestar amount of \$2,185.00. Former
17 Associate Attorney Eric J. Naessig's billing rate \$585.00 per hour (4 years out of law school,
18 adjusted Laffey Matrix rate of \$640.63), and he spent approximately 1.0 hour in this matter with
19 a lodestar amount of \$585.00. Associate Attorney Svetlana Hovhannisyan's billing rate \$475.00
20 per hour (1 year out of law school, adjusted Laffey Matrix rate of \$520.70), and she spent
21 approximately 0.7 hours in this matter with a lodestar amount of \$332.50. PAGA Counsel's time
22 records are attached hereto as **Exhibit 4**. Certified paralegal staff also spent an additional 24.1
23

24 ¹ The adjusted Laffey Matrix rate for each attorney was calculated by taking the Laffey Matrix rate, which is based
25 on rates in the Washington-Baltimore area, and applying a locality adjustment rate of approximately 12.4% to
26 account for the higher wages for federal judiciary workers in San Jose, San Francisco, Oakland and neighboring
27 counties, including San Joaquin County, compared to federal judiciary workers in the Washington-Baltimore area
28 per the respective Judicial Salary Plan Tables.

hours, for a lodestar of \$7,032.50.

29. The total billable hours for lodestar cross-check purposes for PAGA Counsel at the time of filing this motion result in fees of **\$53,947.50** (\$26,543.00 for Senior Attorney Enoch J. Kim's time on the case, \$9,547.50 for Former Associate Attorney Kevin Burn's time on the case, \$7,722.00 for Associate Attorney Antonia McKee's time on the case, \$2,185.00 for Associate Attorney Norayr Zakaryan's time on the case, \$585.00 for Former Associate Attorney Eric Naessig's time on the case, and \$332.50 for Associate Attorney Lana Hovhannisyan's time on the case, and \$7,032.50 for certified paralegal time). In light of the lodestar analysis, PAGA Counsel respectfully requests that the Court award **\$37,666.67** in attorneys' fees, which based on **\$35,371.00** total billables results in a negative multiplier. The additional hours PAGA counsel have and will invest in taking this action through settlement approval and administration and funding and distribution will result in an even greater negative multiplier.

Attorney	Hourly Rate	Billable Hours	Total Lodestar Fees
Kevin Burns	\$475.00	20.1	\$9,547.50
Enoch Kim	\$1,045.00	27.6	\$28,842.00
Antonia Bliznets	\$585.00	13.2	\$7,722.00
Norayr Zakaryan	\$475.00	4.6	\$2,185.00
Eric Naessig	\$585.00	1.0	\$585.00
Lana Hovhannisyan	\$475.00	0.7	\$332.50
Brent Insua	\$275.00	1.9	\$522.50
Jordan Floyd	\$250.00	1.8	\$450.00
Katheryn Perez	\$250.00	0.7	\$175.00
Janet Linares	\$250.00	0.5	\$125.00

Jose Lopez	\$250.00	19.5	\$5,850.00
Totals		91.6	\$56,336.50

30. Attorneys' Costs: PAGA Counsel has incurred **\$10,761.41** in costs in prosecuting this action to date and through approval. *See Exhibit 2* (D. Law's Costs). PAGA Counsel notes the lion's share of the Costs were reasonably incurred in connection with mediation and attendant expert analysis and the like. The remaining costs are standard to any PAGA and/or complex action, including complex fees and filing fees, etc. PAGA Counsel respectfully requests reimbursement and an award of **\$10,761.41** for their costs incurred in connection with this Action.

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

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

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

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

34. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See e.g. De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of

1 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
2 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
3 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
4 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
5 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,
6 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
7 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in
8 Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior
9 Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.*
10 (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v.*
11 *Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289),
12 *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los
13 Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California
14 in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California,
15 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California,
16 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-
17 cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-
18 DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los
19 Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court
20 of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay*
21 *Area Beverage Company* (Superior Court of the State of California, County of Contra Costa,
22 MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern
23 County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of
24 California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of
25 California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior
26 Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc.,*
27 *et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.*
28 (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.*

(Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

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

36. I have also reviewed the files and billable records for former Associate Attorney Kevin Burns. Mr. Burns received his dual bachelor's degree in economics and public policy from University of North Carolina, Chapel Hill in 2018 and his Juris Doctor degree from Loyola Law School, Los Angeles in 2023. During law school, he served as staff editor for the *Loyola of Los*

1 *Angeles Law Review*, President of the Loyola Sports Law Association, and Vice President during
2 Loyola's first year of partnership with Parents, Educators/Teachers, and Students in Action
3 (PESA). Since law school he has devoted his practice exclusively to wage and hour employment
4 matters, including class actions and PAGA actions.

5 37. Associate Attorney Antonia McKee received her bachelor's degree from the
6 University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law
7 School, accelerated SCALE program, in 2021. Since starting her professional career, she has
8 focused on plaintiff's side employment law and has been appointed as class and PAGA counsel
9 in other wage and hour settlements in California state court.

10 38. Associate Attorney Norayr Zakaryan received his bachelor's degree from the
11 University of California, Los Angeles in 2017 and his Juris Doctorate degree from the University
12 of California College of the Law, San Francisco (formerly known as UC Hastings) in 2024.
13 Since starting his professional career, he has focused on plaintiff's side employment law and has
14 been appointed as class and PAGA counsel in other wage and hour settlements in California state
15 court.

16 39. Former Associate Attorney Eric J. Naessig completed his undergraduate studies at
17 Emerson College in 2014, graduating *summa cum laude*. Mr. Naessig earned his two graduate
18 degrees from Chapman University in 2016 and 2017. Mr. Naessig received his Juris Doctor from
19 Southwestern Law School's accelerated SCALE Program in 2021, graduating *cum laude*. Mr.
20 Naessig has years of experience in employment law and has been appointed as class and PAGA
21 counsel in other wage and hour settlements in California state court.

22 40. Svetlana Hovhannisyan is an Associate Attorney at D.Law, Inc. Ms.
23 Hovhannisyan received her Bachelor of Arts in Political Science from the University of
24 California, Berkeley in 2020, and then earned her Juris Doctorate from LMU Loyola Law School
25 in 2024. She has been licensed to practice law in the State of California since November 2024
26 and has practiced primarily in employment law wage and hour and wrongful termination
27 litigation since her admission to the California Bar.

1 41. I have also reviewed the files and billable records for certified paralegal Brent
2 Insua. Brent Insua graduated from University of California, Santa Cruz in 2023 with a bachelor's
3 degree in politics. In 2024, Mr. Insua graduated from the University of California, Los Angeles,
4 Paralegal Training Program meeting the requirements of Business & Profession Code section
5 6450(c)(1). In January 2025, Mr. Insua joined D.Law, Inc. as a Litigation Paralegal, focusing
6 exclusively on wage and hour class action and representative cases. Throughout the course of
7 this litigation, Mr. Insua estimates he has spent at least 1.9 hours litigating this matter.
8 Accordingly, Mr. Insua's lodestar in this matter is \$522.50 ($1.9 \times \$275.00 = \$522.50$). If Mr.
9 Insua were to charge a rate for this type of work by the hour, given his experience, his current
10 hourly rate would be \$275.00. A \$275.00 rate is warranted based on Mr. Insua's experience and
11 specialization in employment law.

12 42. I have also reviewed the files and billable hours for paralegal Jordan Floyd. Ms.
13 Floyd graduated from California State University of Northridge in 2019, earning a Bachelor of
14 Science in Business Law. Since then, Ms. Floyd has provided support in civil litigation working
15 in both personal injury cases as well as wage and hour matters in class/representative action
16 cases. In October of 2025, a managing attorney of D.Law attested to Ms. Floyd's paralegal &
17 Professions qualifications, under Business Code section 6450(c)(3), declaring that they have
18 witnessed her understanding of the knowledge and skills needed to complete paralegal tasks.
19 Throughout the duration of this litigation, Ms. Floyd estimates that she has spent at least 1.8
20 hours litigation this matter. Accordingly, Ms. Floyd's unadjusted lodestar in this matter is
21 \$450.00 ($1.8 \times \$250.00 = \$450.00$). If Ms. Floyd were to charge a rate for this type of work by
22 the hour, given her experience, her current hourly rate would be \$250.00. A \$250.00 rate is
23 warranted based on Ms. Floyd's experience and specialization in employment law.

24 43. I have also reviewed the files and billable records for paralegal Katheryn Perez.
25 Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in
26 Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour
27 matters class and representative action cases. In November 2025, managing partner David
28 Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business &

1 Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks.
2 Throughout the course of this litigation, Ms. Perez estimates she has spent at least 0.7 hours
3 litigating this matter. Accordingly, Ms. Perez' unadjusted lodestar in this matter is \$175.00 (0.7 x
4 \$250.00 = \$175.00). If Ms. Perez were to charge a rate for this type of work by the hour, given
5 her experience, her current hourly rate would be \$250.00. A \$250.00 rate is warranted based on
6 Ms. Perez' experience and specialization in employment law.

7 44. I have also reviewed the files and billable records for certified paralegal Janet
8 Linares. Janet Linares graduated from California State University, Northridge with a Bachelor of
9 Science, Business Administration with a focus in Business Law and a minor in Finance. She
10 began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of
11 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025,
12 managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under
13 Business & Profession Code section 6450(c)(3). Throughout the course of this litigation, Ms.
14 Linares estimates he has spent at least 0.5 hours litigating this matter. Accordingly, Ms. Linares'
15 lodestar in this matter is \$125.00 (0.5 x \$250.00 = \$125.00). If Ms. Linares were to charge a rate
16 for this type of work by the hour, given her experience, her current hourly rate would be
17 \$250.00. A \$250.00 rate is warranted based on Ms. Linares' experience and specialization in
18 employment law.

19 45. I have also reviewed the files and billable records for certified paralegal José-
20 Ernesto López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition
21 Leadership Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor
22 of Arts in Political Science. In 2017, he began employment as a legal assistant for the Michigan
23 Advocacy Program. In 2018, he was promoted to paralegal and served in that position for a total
24 of three years. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies
25 with distinction from the University of California, Los Angeles Extension meeting the
26 requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined
27 D.Law, Inc. as a litigation paralegal, focusing exclusively on wage and hour class action and
28 representative cases. Throughout the course of this litigation, Mr. Lopez estimates he has spent at

1 least 19.2 hours litigating this matter. Accordingly, Mr. Lopez's unadjusted lodestar in this
2 matter is \$5,760.00 (19.2 x \$300.00 = \$5,760.00). If Mr. Lopez were to charge a rate for this type
3 of work by the hour, given his experience, his current hourly rate would be \$300.00. A \$300.00
4 rate is warranted based on Mr. Lopez's experience and specialization in employment law.

5 46. The collective experience of attorneys representing Plaintiff in litigating
6 employment wage and hour matters has been integral in identifying legal issues, evaluating the
7 strengths and weaknesses of a case, and generally negotiating fair and reasonable class and
8 representative action settlements. Practice in the narrow field of wage and hour litigation requires
9 skill and knowledge concerning the constantly evolving substantive law (state and federal), as
10 well as the procedural law of class and representative action litigation. In this action, attorneys at
11 D.Law are fully equipped to use the skills and knowledge they have developed through many
12 years of prosecuting and defending wage and hour class and PAGA actions to fairly and
13 adequately represent the interests of the Aggrieved Employees. Therefore, based on my
14 resources, experience, and knowledge, the attorneys of D.Law are well-qualified to act as PAGA
15 Counsel and represent the Plaintiff and the State and Aggrieved Employees in this action.

16 47. We understand the responsibilities owed as counsel to the Aggrieved Employees
17 we represent. PAGA Counsel thoroughly investigated the claims asserted in this action, and have
18 remained committed to dedicating the resources necessary to represent the Aggrieved Employees
19 and vigorously pursue their claims. Based upon my experience and understanding of the claims
20 and defenses in this action, I believe the settlement is fair, adequate, and reasonable for the
21 Aggrieved Employees and all involved, and that the Settlement is well within the range of
22 reasonableness that would permit it to be approved. I am not aware of any conflict of interest
23 with Plaintiff or any other Aggrieved Employee that would interfere with the duties as Class
24 Counsel.

25 **SUMMARY AND CONCLUSION**

26 48. Settlement Administration Costs: The Parties agreed to use Phoenix Settlement
27 Administrators ("Phoenix") as the third-party settlement administrator in this case. Phoenix will
28 be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of

1 Settlement and calculating and distributing the settlement checks, among other duties. Phoenix
2 capped its fees at \$4,000.00 for administering the Settlement and based on PAGA Counsel's
3 experience in other class and PAGA settlements, Phoenix's costs for administering this
4 Settlement are fair and reasonable, and PAGA counsel requests the Court approve the \$4,000.00
5 reimbursement and payment to Phoenix. See also the concurrently filed Declaration of Jodey
6 Lawrence from Phoenix.

7 49. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court
8 approves each of the foregoing payments, approximately \$60,571.92 will remain in the net
9 settlement. Of that, 75% (\$45,428.94) must be paid to the Labor and Workforce Development
10 Agency, per Labor Code § 2699, et seq., and 25% (\$15,142.98) shall be shared amongst the
11 Aggrieved Employees on a pro rata basis based on the number of pay periods they worked in the
12 PAGA Period.

13 50. Notice of PAGA Settlement and Release of Claims: If the Court approves the
14 Settlement Agreement, Plaintiffs further request the Court to approve the Notice of PAGA
15 Settlement and Release of Claims attached as Exhibit 5 for mailing with the disbursement of
16 settlement payments to be completed by Phoenix.

17 51. On April 28, 2026, my office submitted the Motion for Approval of PAGA
18 Settlement and proposed order to the LWDA. Attached hereto as Exhibit 6 is a true and correct
19 copy of the confirmatory email my office received from the LWDA after submission of the
20 moving papers and PAGA Settlement Agreement.

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

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

25 Executed on April 28, 2026, in Pasadena, California.

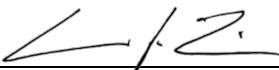
26
27 
28 Enoch J. Kim, Esq.

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Shannon Cardrino (“Plaintiff”) and Defendant Sarale Pacific, LLC dba Nekter Juice Bar (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Shannon Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar* initiated on January 20, 2024, in Superior Court of the State of California, County of Sacramento, Case No. 24CV001617.

1.2 “Administrator” means Phoenix Settlement Administrators (“Phoenix), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid of Four Thousand Dollars (\$4,000.00) submitted to the Court in connection with approval of this Settlement. The “not to exceed” bid of \$4,000.00 for administration is fair since it is the least costly alternative among the additional bids provided by two other potential administrators.

1.4 “Aggrieved Employee” means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Release Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 “Court” means the Superior Court of California, County of Sacramento.

1.9 “Defense Counsel” means Alexander M. Medina of Medina McKelvey LLP.

1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.

1.11 “Gross Settlement Amount” means One Hundred Thirteen Thousand Dollars and Zero Cents (\$113,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 25% to Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA.

1.17 “PAGA Counsel” means David Yeremian, David Keledjian, and Enoch J. Kim of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period based on Defendant’s timekeeping and/or payroll data.

1.20 “PAGA Period” means the period from January 30, 2023, through February 17, 2025.

1.21 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22 “PAGA Notice” means Plaintiff’s January 30, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a) (LWDA Case No. LWDA-CM-1008187-24).

1.23 “PAGA Penalties” means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of the PAGA claims.

1.24 “Plaintiff” means Shannon Cardrino, the named plaintiff in the Action.

1.25 “Released PAGA Claims” means the claims being released by Plaintiff and Aggrieved Employees and as described in Paragraph 5 below.

1.26 “Released Parties” means Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On January 4, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Reporting Time Wages; (5) Failure to Pay Proper Sick Pay (Lab. Code § 246); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (8) Failure to Indemnify (Lab. Code § 2802); and (9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). On April 4, 2024, Plaintiff filed First Amended Complaint adding tenth cause of action for Civil Penalties under Labor Code section 2698, *et seq.* (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Prior to the filing of the operative Complaint, and pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on January 30, 2024.

2.3 On December 19, 2024, the Parties participated in a full-day mediation presided over by Hon. Mitchel R. Goldberg (Ret.), which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, the relevant policies, procedures, and data from Defendant.

2.5 For the purposes of the Settlement, Plaintiff agrees to seek dismissal of her class claims in the Action without prejudice.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Thirteen Thousand Dollars and Zero Cents (\$113,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$37,666.67, and PAGA Counsel Litigation Expenses Payment for actual and reasonable expenses incurred, which is currently estimated not to exceed \$17,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.3 Payments from the Net Settlement Amount: Following the foregoing payments from the Gross Settlement Amount, the remainder of the Gross Settlement Amount shall constitute the Net Settlement Amount and will be allocated as follows:

3.3.1 To the LWDA. The Administrator shall pay to the LWDA 75% of the Net Settlement Amount.

3.3.2 Aggrieved Employees: The Administrator shall pay to the Aggrieved Employees 25% of the Net Settlement Amount, according to the Individual Settlement Payment Calculation set forth below.

3.3.2.1 Individual Settlement Payment Calculation: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. One hundred percent (100%) of the Individual PAGA Payments shall be treated as non-wage civil penalties and reported on IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Defendant estimates that as of January 27, 2025, there were 178 Aggrieved Employees who worked a total of 2,260 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Immediately upon the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Release by Plaintiff and Aggrieved Employees: All Aggrieved Employees, including Plaintiff, are deemed to release the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement that complies with the Court's checklist for approvals.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv)

a draft of the parties' Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to resolve those differences, they will appeal to the mediator, Hon. Mitchel R. Goldberg (Ret.), and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 Submission to LWDA. Within ten (10) days after the Judgment, Plaintiff's Counsel shall submit a copy of the approved Settlement Agreement and the Judgment to the California Labor and Workforce Development Agency in accordance with Labor Code section 2699.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

7.5 Post Distribution Declaration. Within thirty (30) days after completion of the distribution of Individual PAGA Payments, the Settlement Administrator shall file with the Court a declaration confirming compliance with the settlement, including the total amounts paid, the number of checks issued and cashed, the total amount of any uncashed or returned checks, and the disposition of any residual amounts.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimate that, as of May 21, 2025, there were 178 Aggrieved Employees who worked 2,260 Pay Periods for Defendant in California during the PAGA Period. If the actual number of PAGA Pay Periods encompassed within the PAGA Period exceeds 2,260 by more than 10.0% (i.e., if the total PAGA Pay Periods exceeds 2,486 PAGA Pay Periods), then Defendant shall have the choice of (i) increasing the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Pay Periods during the PAGA Period, Defendant agrees to increase the Gross Settlement Amount by 1%); or (2) electing to end the PAGA Period on the date that the number of Pay Periods reaches 2,486 PAGA Pay Periods (2,260 PAGA Pay Periods + 226 PAGA Pay Periods).

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

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

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
Enoch J. Kim
e.kim@d.law
Antonia Bliznets
a.bliznets@d.law
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendant:

Alexander M. Medina
Email: alex@medinamckelvey.com
MEDINA McKELVEY LLP
925 Highland Pointe Drive,
Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488

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

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

AGREED AS TO FORM AND CONTENT:

Date: 2/13/2026

For Plaintiff Shannon Cardrino
DocuSigned by:

09351171FC6B442
Shannon Cardrino

For Defendant., Sarale Pacific, LLC dba
Nekter Juice Bar

Date: _____

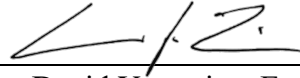
Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Date: February 13, 2026

D.LAW, INC.



David Yeremian, Esq.
David Keledjian, Esq.
Enoch J. Kim, Esq.
Antonia Bliznets, Esq.
Attorneys for Plaintiff

Date: February 13, 2026

Medina McKelvey LLP



Alexander Medina, Esq.
Attorneys for Defendant

To Defendant:

Alexander M. Medina
Email: alex@medinamckelvey.com
MEDINA McKELVEY LLP
925 Highland Pointe Drive,
Suite 300
Roseville, California 95678
Telephone: (916) 960-2211
Facsimile: (916) 742-5488

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AGREED AS TO FORM AND CONTENT:

Date: _____

For Plaintiff Shannon Cardrino

Shannon Cardrino

Date: 2/12/2018

*For Defendant, Sarale Pacific, LLC dba
Nekter Juice Bar*



Name: Mark Sarale
Title: President

EXHIBIT 2

January 30, 2024

VIA ON-LINE SUBMISSION AND MAIL:

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

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

Sarale Pacific, LLC

Mark J. Sarale, Agent for Service of Process
5832 Saint Andrews Drive
Stockton, CA 95219
Certified Mail Tracking Number: 9436 0112 0620 4512 6531 70

Sarale Pacific, LLC

5832 Saint Andrews Drive
Stockton, CA 95219
Certified Mail Tracking Number: 9436 0112 0620 4512 6552 42

LWDA Case No.: LWDA-CM-1008187-24

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Shannon Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar, et al.***

Gentlepersons:

This office represents Plaintiff Shannon Cardrino (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

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

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Sacramento County Superior Court and will be



assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

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

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees"). However, with regard to the allegations under Labor Code § 226(a) *only*, Plaintiff expands the scope and definition of the Aggrieved Employees to all employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay. First, Aggrieved Employees were paid less than minimum wage for shifts worked.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were unable to clock in upon arriving to the workplace, and had to wait while on the worksite. Defendants also required Aggrieved Employees to conduct work activities after clocking out. Finally, Defendants required Aggrieved Employees to use their personal cell phone for work-related purposes off-the-clock.

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

Defendants also failed to pay Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees were not paid minimum wage for shifts. This failure to pay minimum wage led Defendants to miscalculate Aggrieved Employees' regular rates of pay, as well as sick pay, vacation pay, overtime pay, and double pay.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks. Defendants never acquired a meal break waiver from Aggrieved Employees.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal



periods, or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload.

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

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

Defendants also had a common policy and practice of failing to pay Aggrieved Employees all reporting time pay to which they were entitled under California Law. Specifically, Aggrieved Employees were required to call in or otherwise show up to work for shifts of two hours or less and were not paid reporting time pay for the shift.

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

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

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

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

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

Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements issued to Aggrieved Employees failed to state "the name and address of the legal entity that is the employer."

Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in



effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

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

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant’s employ. Specifically, Defendants required Aggrieved Employees to drive during work hours for business-related activities, incurring costs for gasoline, vehicle maintenance, and other transportation-related costs. Further, Defendants required Aggrieved Employees to use their personal cell phones for work-related purposes, incurring costs for phone use and maintenance. Finally, Defendants required Aggrieved Employees to maintain their work uniforms, such as a company-branded short, incurring costs for cleaning and maintenance. Defendant never reimbursed Aggrieved Employees for these necessary business expenditures.

Defendants also failed to provide suitable seating to Aggrieved Employees. The operations at Defendant’s facilities allowed for the presence and use of a stool or seat by Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendant failed to provide Aggrieved Employees suitable seating when the nature of these employees’ work reasonably permitted sitting.

PAGA Claim Details, Legal Bases for Violations and Penalties:

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

Failure to Pay Minimum Wages

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

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the

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



control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

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

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

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay. First, Aggrieved Employees were paid less than minimum wage for shifts worked.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were unable to clock in upon arriving to the workplace, and had to wait while on the worksite. Defendants also required Aggrieved Employees to conduct work activities after clocking out. Finally, Defendants required Aggrieved Employees to use their personal cell phone for work-related purposes off-the-clock.

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

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against



Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

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

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

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees were not paid minimum wage for shifts. This failure to pay minimum wage led Defendants to miscalculate Aggrieved Employees' regular rates of pay, as well as sick pay, vacation pay, overtime pay, and double pay.

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

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for



hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

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

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

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks. Defendants never acquired a meal break waiver from Aggrieved Employees.

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

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.



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

Rest-Break Liability Under Labor Code § 226.7 and Penalties

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

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

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

Failure to Pay Proper Sick Time

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

Additionally, Subsection (l) of Section 246 provides:

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

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



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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 246, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Proper Reporting Time Pay

The IWC Wage Orders, require that reporting time pay be provided to any employee who is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work.

Plaintiff is informed and believes and thereon alleges that all or substantially all of the Aggrieved Employees are subject to Defendants' policies and practices requiring them to call in or otherwise show up to work but not being paid half said their usual or scheduled day's work. Specifically, Aggrieved Employees were required to call in or otherwise show up to work for shifts of two hours or less and were not paid reporting time pay for the shift.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 510, 1198, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. S Specifically, Defendants required Aggrieved Employees to drive during work hours for business-related activities, incurring costs for gasoline, vehicle maintenance, and other transportation-related costs. Further, Defendants required Aggrieved Employees to use their personal cell phones for work-related purposes, incurring costs for phone use and maintenance. Finally, Defendants required Aggrieved Employees to maintain their work uniforms, such as a company-branded short, incurring costs for cleaning and maintenance. Defendant never reimbursed Aggrieved Employees for these necessary business expenditures.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting



from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements issues to Aggrieved Employees failed to state "the name and address of the legal entity that is the employer." Additionally, The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks. As such, the wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),



Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”

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

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

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

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

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties



available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

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

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

Waiting Time Penalties Pursuant to Labor Code § 203

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

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

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Failure to Provide Suitable Seating

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A) of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties.

With their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

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

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

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

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

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections:



§§ 201, 202, 203, 204, 210, , 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 246, 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

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

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



paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

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

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

Regards,

D.LAW, INC.

A handwritten signature in blue ink, appearing to read 'David Yerejian', written over the printed name.

David Yerejian

Cc: **Sarale Pacific LLC**, by Certified Mail

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Attorneys for Plaintiff SHANNON CARDRINO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SHANNON CARDRINO, on behalf of herself
and all others similarly situated, and the
general public,

Plaintiff,

v.

SARALE PACIFIC, LLC dba NEKTER
JUICE BAR, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Pay Proper Reporting Time Wages;
5. Failure to Pay Proper Sick Pay (Lab. Code § 246);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Indemnify (Lab. Code § 2802);
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff SHANNON CARDRINO (“Plaintiff”), on behalf of herself, all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants SARALE PACIFIC, LLC dba
5 NEKTER JUICE BAR, a California corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as “Defendants”) for alleged violations of the California Labor Code and California
7 Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have:

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

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

23 **JURISDICTION AND VENUE**

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

27 3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure
28 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business and/or has an agent therein.

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

6 **PARTIES**

7 5. Plaintiff SHANNON CARDRINO is, and at all relevant times mentioned herein, an
8 individual residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant SARALE
10 PACIFIC, LLC dba NEKTER JUICE BAR is, and at all relevant times mentioned herein, a California
11 corporation doing business in the State of California.

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

20 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
21 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
22 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
23 or all of the other defendants, and in doing the things alleged herein, were acting within the course
24 and scope of such relationship and with the full knowledge, consent, and ratification by such other
25 defendants.

26 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
27 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
28 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts

1 and omissions alleged herein.

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

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

- 8 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
9 separately, and/or any staffing agencies and/or any other third parties in hourly or
10 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action ("Hourly Employee
Class").
- 11 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
12 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 13 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
14 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 15 d. **Reporting Time Pay Sub-Class:** All **Hourly Employee Class** members who
16 were required to call in or otherwise show up to work without being paid half of
their usual or scheduled day's work from four years prior to the filing of this action
17 and ending on the date that final judgment is entered in this action.
- 18 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
19 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
entered.
- 20 f. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
21 time from four years prior to the filing of this action and ending on the date that
final judgment is entered in this action, worked for more than 30 days for
22 Defendants, and were not paid for at least one hour of sick time for every 30 hours
of work thereafter, or at least 3 days of sick time for every 12-month period of
23 employment.
- 24 g. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
25 judgment is entered.
- 26 h. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- 27 i. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
28 members employed by Defendants in California during the four years prior to the
filing of this action and ending on the date that final judgment is entered in this

1 action.

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

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

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

- 12 a. Whether Defendants maintained a policy or practice of failing to provide
- 13 employees with their rest periods;
- 14 b. Whether Defendants maintained a policy or practice of failing to provide
- 15 employees with their meal periods;
- 16 c. Whether Defendants failed to pay premium wages to class members when they
- 17 have not been provided with meal and rest periods at the appropriate rates of pay;
- 18 d. Whether Defendants failed to pay minimum and/or overtime wages to class
- 19 members for all time worked;
- 20 e. Whether Defendants maintained a policy or practice of failing to pay proper
- 21 reporting time pay;
- 22 f. Whether Defendants failed to pay proper sick time pay;
- 23 g. Whether Defendants failed to provide class members with accurate written wage
- 24 statements as a result of providing them with written wage statements with
- 25 inaccurate entries for, among other things, amounts of gross and net wages, and
- 26 total hours worked;
- 27 h. Whether Defendants applied policies or practices that result in late and/or
- 28 incomplete final wage payments;

- i. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- j. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- k. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

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

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

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

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

GENERAL ALLEGATIONS

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

20. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First, Plaintiff and Class Members were paid less than minimum wage for shifts worked.

21. Next, Plaintiff and Class Members were also consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were unable to clock in upon arriving to the workplace, and had to wait while on the worksite. Defendants also required Plaintiff and Class Members to conduct work activities after clocking out. Finally, Defendants required Plaintiff and Class Members to use their personal cell phone for work-related purposes off-the-clock.

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

23. Defendants also failed to Plaintiff and Class Members overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members were not paid minimum wage for shifts. This failure to pay minimum wage led Defendants to miscalculate Plaintiff's and Class Members' regular rates of pay, as well as sick pay, vacation pay, overtime pay, and double pay.

24. Defendants had a common policy and practice of systemically denying Plaintiff and Class Members the opportunity to take meal periods in compliance with the California Law. Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Plaintiff and Class Members were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks. Defendants never acquired a meal break waiver from Plaintiff and Class Members.

25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal

1 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
2 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
3 Defendants' practice of requiring putative class members to continue working through their meal and
4 rest periods due to the excessive workload.

5 26. Defendants had a common policy and practice of systemically denying Plaintiff and
6 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
7 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
8 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
9 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
10 no formal compliant written rest period policy that encouraged employees to take their rest periods,
11 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
12 and practice of requiring putative class members to continue working through their rest breaks due to
13 the excessive workload.

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

16 28. Defendants also had a common policy and practice of failing to pay Plaintiff and Class
17 Members all reporting time pay to which they were entitled under California Law. Specifically,
18 Plaintiff and Class Members were required to call in or otherwise show up to work for shifts of two
19 hours or less and were not paid reporting time pay for the shift.

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

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

28 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked

1 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
2 not included.

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

5 33. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
6 issues to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
7 the employer.”

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

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

16 36. Plaintiff and Class Members were not reimbursed for business expenses incurred in
17 executing their duties under Defendant’s employ. Specifically, Defendants required Plaintiff and
18 Class Members to drive during work hours for business-related activities, incurring costs for gasoline,
19 vehicle maintenance, and other transportation-related costs. Further, Defendants required Plaintiff
20 and Class Members to use their personal cell phones for work-related purposes, incurring costs for
21 phone use and maintenance. Finally, Defendants required Plaintiff and Class Members to maintain
22 their work uniforms, such as a company-branded short, incurring costs for cleaning and maintenance.
23 Defendant never reimbursed Plaintiff and Class Members for these necessary business expenditures.

24 37. Finally, Defendants had a common policy and practice of systemically failing to pay
25 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
26 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
27 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
28 12 month period of work.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

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

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

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

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

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

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

24 No employer shall employ any person for a work period of more than
25 five (5) hours without a meal period of not less than 30 minutes, except
26 that when a work period of not more than six (6) hours will complete
27 the day's work the meal period may be waived by mutual consent of
28 the employer and employee. Unless the employee is relieved of all duty
during a 30 minute meal period, the meal period shall be considered an
'on duty' meal period and counted as time worked. An 'on duty' meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
3 revoke the agreement at any time.

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

7 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
9 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
10 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
11 Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class**
12 members were denied the opportunity to take timely meal periods prior to the completion of their fifth
13 hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** members were not relieved of all
14 work duties during unpaid meal periods and were required to keep working during meal breaks.
15 Defendants never acquired a meal break waiver from Plaintiff and **Meal Period Sub-Class** members.

16 47. Plaintiff and **Meal Period Sub-Class** members were not provided with meal periods
17 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
18 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
19 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** members
20 of their meal and rest period rights; and (3) Defendants' practice of requiring **Meal Period Sub-Class**
21 members to continue working through their meal and rest periods due to the excessive workload.

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

25 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
27 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
28 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

50. Moreover, Defendants written policies fail to inform Meal period Class Members of

1 their meal period rights under the Labor Code and applicable Wage Orders.

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

5 52. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
6 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
7 thereon, and costs of suit.

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

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REST PERIODS**

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

14 **(Plaintiff and Rest Period Sub-Class)**

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

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

20 56. Section 12 of the applicable Wage Order imposes an affirmative obligation on
21 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
22 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
23 be in the middle of each work period insofar as practicable.

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

28 58. Compensation for missed rest periods constitutes wages within the meaning of Labor

1 Code section 200.

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

4 60. Plaintiff alleges that, at all relevant times during the applicable limitations period,
5 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
6 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
7 major fraction thereof, as required by the applicable Wage Order.

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

16 62. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
17 members additional premium wages when required rest periods were not provided.

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

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

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

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

27 **(Plaintiff and Hourly Employee Class)**

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

1 herein.

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

5 67. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
6 which an employee is subject to the control of the employer, and includes all the time the employee
7 is suffered or permitted to work, whether or not required to do so.”

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

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

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

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

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

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

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

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

3 76. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
4 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
5 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
6 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
7 worked on the seventh consecutive day of one workweek.

8 77. Labor Code section 510 and Section 3 of the applicable Wage Order also require
9 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
10 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
11 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

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

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

18 80. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
19 overtime for all hours worked, at the proper rates of pay. First, Plaintiff and **Hourly Employee Class**
20 members were paid less than minimum wage for shifts worked.

21 81. Plaintiff and **Hourly Employee Class** members were consistently required to perform
22 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
23 **Class** members were unable to clock in upon arriving to the workplace, and had to wait while on the
24 worksite. Defendants also required Plaintiff and **Hourly Employee Class** members to conduct work
25 activities after clocking out. Finally, Defendants required Plaintiff and **Hourly Employee Class**
26 members to use their personal cell phone for work-related purposes off-the-clock.

27 82. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
28 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**

1 **Class** members were not paid minimum wage for shifts. This failure to pay minimum wage led
2 Defendants to miscalculate Plaintiff's and **Hourly Employee Class** members' regular rates of pay,
3 as well as sick pay, vacation pay, overtime pay, and double pay.

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

8 84. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
9 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
10 overtime wages, interest thereon and costs of suit.

11 85. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
13 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

14 **FOURTH CAUSE OF ACTION**

15 **RECOVERY OF REPORTING TIME PAY**

16 **(Plaintiff and Reporting Time Pay Sub-Class)**

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

19 87. The IWC Wage Orders, require that reporting time pay be provided to any employee
20 who is required to report for work and does report, but is not put to work or is furnished less than
21 half said employee's usual or scheduled day's work.

22 88. Plaintiff is informed and believes and thereon alleges that all or substantially all the
23 **Reporting Time Pay Sub-Class** are subject to Defendants' policies and practices requiring them to
24 call in or otherwise show up to work but not being paid half said their usual or scheduled day's
25 work. Specifically, Plaintiff and **Reporting Time Pay Sub-Class** members were required to call in
26 or otherwise show up to work for shifts of two hours or less and were not paid reporting time pay
27 for the shift.

28 ///

1 89. Therefore, **Reporting Time Pay Sub-Class** Members are owed the unpaid balance
2 of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor
3 Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and
4 costs and/or penalties pursuant to Labor Code § 558(a).

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO PAY PROPER SICK PAY**

7 **(Lab. Code § 246)**

8 **(Plaintiff and Sick Pay Class)**

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

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

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

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

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

23 93. Defendants had a common policy and practice of systemically failing to pay Plaintiff
24 and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law.
25 Specifically, Plaintiff and **Sick Pay Class** members worked for Defendants for more than 30 days,
26 but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick
27 time for every 12 month period of work.

28 94. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages
pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and

1 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties
2 pursuant to Labor Code § 558(a).

3 **SIXTH CAUSE OF ACTION**

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

5 **(Lab. Code § 226)**

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

7 95. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 96. Labor Code section 226(a) states:

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

97. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
"detachable part of the check" provision and the "accurate itemized statement in writing" provision
of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee

1 retains the right to elect to receive a written paper stub or record and that those who are provided with
2 electronic wage statements retain the ability to easily access the information and convert the electronic
3 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

4 98. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
6 with written wage statements as described above. Additionally, the wage statements issued to class
7 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
8 described above.

9 99. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
10 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
11 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
12 provided in electronic format in violation of Labor Code § 226.

13 100. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
14 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
15 legal entity that is the employer."

16 101. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
17 **Wage Statement Class** members with accurate written wage statements was intentional in that
18 Defendants have the ability to provide them with accurate wage statements but have intentionally
19 provided them with written wage statements that Defendants have known do not comply with Labor
20 Code section 226(a).

21 102. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
22 Defendants have violated their legal rights to receive accurate wage statements and have misled them
23 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
24 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
25 discovery and mathematical computations to determine the amount of wages owed, has caused
26 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
27 submission of inaccurate information about wages and deductions to federal and state government
28 agencies.

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

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Plaintiff and Waiting Time Penalties Sub-Class)

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

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

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

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

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

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

110. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful

1 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
2 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
3 requirements.

4 111. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
5 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
6 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

7 112. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
8 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
9 **Class** members, seeks awards of reasonable attorneys' fees and costs.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO INDEMNIFY**

12 **(Lab. Code § 2802)**

13 **(Plaintiff and Reimbursement Class)**

14 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 114. Labor Code section 2802(a) states:

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

22 115. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
23 business expenses incurred in executing their duties under Defendant's employ. Specifically,
24 Defendants required Plaintiff and **Expense Reimbursement Class** members to drive during work
25 hours for business-related activities, incurring costs for gasoline, vehicle maintenance, and other
26 transportation-related costs. Further, Defendants required Plaintiff and **Expense Reimbursement**
27 **Class** members to use their personal cell phones for work-related purposes, incurring costs for phone
28 use and maintenance. Finally, Defendants required Plaintiff and **Expense Reimbursement Class**
members to maintain their work uniforms, such as a company-branded short, incurring costs for
cleaning and maintenance. Defendant never reimbursed Plaintiff and **Expense Reimbursement**

1 **Class** members for these necessary business expenditures.

2 116. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
3 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
4 the Complaint and until the date of entry of judgment.

5 117. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
6 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
7 costs pursuant to Code of Civil Procedure section 1021.5.

8 **NINTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

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

11 **(Plaintiff and UCL Class)**

12 118. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 119. Business and Professions Code section 17200 defines "unfair competition" to include
15 any unlawful business practice.

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

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

23 122. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
24 THIRD, FOURTH, FIFTH, and EIGHTH causes of action herein.

25 123. Plaintiff lost money or property as a result of the aforementioned unfair competition.

26 124. Defendants have or may have acquired money by means of unfair competition.

27 125. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
28 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,

1 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
2 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
3 alleged herein.

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

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

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

17 129. Plaintiff is informed and believes that other similarly situated persons have been
18 subject to the same unlawful policies or practices of Defendants.

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

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

25 132. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
26 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
27 Defendants, and each of them, and their agents and employees, from further violations of the Labor
28 Code and applicable Wage Orders.

1 133. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
2 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
3 Defendants, and each of them, and their agents and employees, from further violations of the Labor
4 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
5 an order permanently enjoining Defendants, and each of them, and their respective agents and
6 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
7 Wage Orders.

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

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

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

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

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1 **PRAYER FOR RELIEF**

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

- 4 a. An order that the action be certified as a class action;
5 b. An order that Plaintiff be appointed class representative;
6 c. An order that counsel for Plaintiff be appointed class counsel;
7 d. Unpaid wages and overtime;
8 e. Actual damages;
9 f. Liquidated damages;
10 g. Unreimbursed expenses;
11 h. Restitution;
12 i. Declaratory relief;
13 j. Pre-judgment interest;
14 k. Statutory penalties;
15 l. Costs of suit;
16 m. Reasonable attorneys' fees; and
17 n. Such other relief as the Court deems just and proper.

18
19 Dated: January 30, 2024

D.LAW, INC.

20
21 

22 _____
23 Emil Davtyan
24 David Yeremian
25 David Keledjian
26 Kevin Burns
27 Attorneys for Plaintiff
28 SHANNON CARDRINO, and the putative class

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DEMAND FOR JURY TRIAL

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

Dated: January 30, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Kevin Burns
Attorneys for Plaintiff
SHANNON CARDRINO, and the putative class

EXHIBIT 3

Cardrino v. Sarale Pacific, LLC

Litigation Costs

Service Date		Details		Provider		Amount
1/30/24		LWDA Postage		USPS		\$ 34.08
1//30/24		LWDA Letter		LWDA		\$ 75.00
1/31/24		Summons & Complaint		Rapid Legal		\$ 1,492.42
2/6/24		Process of Service - Summons & Complaint		Rapid Legal		\$ 128.75
3/4/24		POS of Summons & Complaint		Rapid Legal		\$ 14.37
4/6/24		First Amended Complaint		Rapid Legal		\$ 14.37
9/19/24		Notice of Change of Address		Rapid Legal		\$ 14.94
11/27/24		Mediation		Judicate West		\$ 8,850.00
12/20/24		Notice of Unavailability		Rapid Legal		\$ 14.94
3/27/25		Notice of Remote Appearance		Rapid Legal		\$ 14.94
4/2/25		Case Management Statement; Notice of Remote Appearance		Rapid Legal		\$ 14.94
7/25/25		Notice		Rapid Legal		\$ 15.01
12/16/25		Notice of Change of Handling Attorney & Unavailability		Rapid Legal		\$ 15.01
1/29/26		Stipulation & [Proposed] Order; Change of Handling Attorney		Rapid Legal		\$ 35.71
4/28/26		Request for Dismissal of Class Claims		Rapid Legal		\$ 15.01
4/28/26		Motion for Approval of PAGA Settlement		Rapid Legal		\$ 85.00
FUTURE		Decl of Class Admin re Final Distribution		Rapid Legal		\$ 18.00
FUTURE		Ntc of Entry of Final Order & Judgment		Rapid Legal		\$ 18.00

Total	\$ 10,761.41
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EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
Kevin Burns	20.1	\$ 475.00	\$ 9,547.50
Enoch Kim	27.6	\$ 1,045.00	\$ 28,842.00
Antonia Bliznets	13.2	\$ 585.00	\$ 7,722.00
Norayr Zakaryan	4.6	\$ 475.00	\$ 2,185.00
Eric Naessig	1	\$ 585.00	\$ 585.00
Lana Hovhannisyan	0.7	\$ 475.00	\$ 332.50
Total	67.2		\$ 49,214.00

Paralegal	Total Time	Rate	Total Billable Amount
Brent Insua	1.9	\$ 275.00	\$ 522.50
Jordan Floyd	1.8	\$ 250.00	\$ 450.00
Katheryn Perez	0.7	\$ 250.00	\$ 175.00
Janet Linares	0.5	\$ 250.00	\$ 125.00
Jose Lopez	19.5	\$ 300.00	\$ 5,850.00
Total	24.4		\$ 7,122.50

Grand Total	Total Time		Total Billable Amount
Attorneys	67.2		\$ 49,214.00
Paralegals	24.4		\$ 7,122.50
Total	91.6		\$ 56,336.50

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	12/14/23	0.4	Janet Linares	Opened new case on Neos and uploaded all docs from SharePoint. Emailed retainer, summary of issues, class rep duties, and general authorization to DY, Silvia, Lauren, and Kathryn. Also included class size and any previous filings in email.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/18/24	1.0	Kevin Burns	Drafted class complaint for review
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/29/24	1.0	Kevin Burns	Finalized drafting complaint and drafted paga letter for filing
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/30/24	1.3	Jordan Floyd	Draft/revise re file Summons, Complaint, Civil Case Cover Sheet.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/1/24	0.0	Jordan Floyd	Document/File Management re add LWDA submission documents.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/14/24	0.0	Kevin Burns	Checked court docket for updates, noted case information for records
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/21/24	0.0	Kevin Burns	Scheduled and calendared/tasked FAC
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/1/24	0.1	Kevin Burns	Notes on deadlines, prep for call with OC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/1/24	0.3	Kevin Burns	Prep for call with OC and call with OC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/1/24	0.5	Kevin Burns	Drafted joint stip to extend responsive pleading deadline and email for information regarding Defendant's financial condition.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/4/24	0.3	Jordan Floyd	Document/File Management re file Proof of Service of Summons and update case calendar.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/5/24	0.1	Kevin Burns	tasked review, planned next steps
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/6/24	0.3	Kevin Burns	Reviewed stipulation to extend responsive pleading deadline, reviewed email regarding financial condition of defendant, emailed financial request and stip to OC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/27/24	0.4	Kevin Burns	Drafted FAC
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/27/24	0.1	Kevin Burns	Fixed FAC to reflect suitable seating claim.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	4/3/24	0.0	Kevin Burns	Confirmed ripe date for FAC, checked FAC as ready for filing
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	4/5/24	0.0	Kevin Burns	Checked court docket for updates after filing FAC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	4/8/24	0.0	Kevin Burns	Reviewed email from OC regarding company shutting down, protective order.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	4/15/24	0.1	Kevin Burns	Emailed OC regarding protective order and necessity at this time
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	4/26/24	1.3	Kevin Burns	Drafted discovery requests to propound, tasked serving on Defendant.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	5/7/24	0.0	Kevin Burns	Emailed response to OC re: protective order.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	5/8/24	0.4	Kevin Burns	Emailed OC about protective order, granted extension for discovery responses.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	5/22/24	0.0	Kevin Burns	Case check in.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	5/29/24	0.2	Kevin Burns	Reviewed email from OC and protective order sent to us, tasked adding signature to send back.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	5/31/24	0.2	Kevin Burns	Case review and docket audit.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	6/7/24	0.2	Kevin Burns	Case check-in and email to OC sending signed protective order.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/1/24	0.1	Kevin Burns	Case check-in and status update.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/9/24	0.2	Kevin Burns	Contacted Judge Goldberg for mediation availability.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/9/24	0.3	Kevin Burns	Emailed OC availability for mediator Hon. Mitchel Goldberg for potential mediation.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/12/24	0.3	Kevin Burns	Drafted mediation caption page and emailed to mediator case manager, as well as copy of FAC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/12/24	0.4	Katheryn Perez	Uploaded FAC to LWDA website and updated excel sheet.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/16/24	0.1	Kevin Burns	Reviewed mediation agreement, signed document.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	7/25/24	0.4	Kevin Burns	Sent OC mediation data request with specified financial requests.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	8/1/24	0.2	Katheryn Perez	checked docket - Upload conformed copy
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	8/12/24	0.1	Kevin Burns	Calendared dates, internal discussion about necessity for expert.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	8/23/24	0.2	Kevin Burns	Gave client case update and information on mediation on the phone.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	9/13/24	0.1	Kevin Burns	Emailed new OC to set up call.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	9/18/24	0.6	Kevin Burns	Call with new OCs about mediation, financial distress, and next steps. Emailed mediator with new OCs attached to figure out mediation.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	9/20/24	0.1	Kevin Burns	Case check-in.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	9/30/24	0.4	Kevin Burns	Reviewed financial data.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	10/4/24	0.1	Kevin Burns	Sent OC email trying to confirm new mediation date.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	10/7/24	0.1	Kevin Burns	Emailed Oc availability for mediation.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	10/9/24	0.1	Kevin Burns	Confirmed mediation date with mediator.

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/10/24	0.1	Katheryn Perez	upload conformed copy.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/31/24	0.5	Kevin Burns	Drafted joint report with OC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	12/13/24	0.7	Kevin Burns	Call with mediator ahead of December 17 mediation, discussed issues.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	12/17/24	5.8	Kevin Burns	Prep, appearance for, and follow up for mediation.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	1/14/25	0.0	Jordan Floyd	Manage data/files re update case calendar.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	2/3/25	0.1	Janet Linares	Update Mediations/Settlement info
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/12/25	0.4	Kevin Burns	Reviewed case status, responded to latest email from OC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/25/25	0.3	Kevin Burns	Talked to client about settlement offer, PAGA claims, and ongoing MOU discussions.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/26/25	0.5	Brent Insua	Drafted Ntc of Remote Appearance. Filed and Served via RL.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/27/25	0.1	Brent Insua	Added Defendants, Counsel, and State Court/LWDA details.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/27/25	0.1	Brent Insua	Uploaded Ntc of Remote Appearance for KB.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/28/25	0.0	Brent Insua	Input Remote Appearance information for 4/4 CMC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	3/28/25	0.8	Brent Insua	Drafted CMS Filing. Filed via RL. Messaged Lauren to Mail out. Re-filed Ntc of Remote Appearance since it was served to old counsel.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	4/2/25	0.0	Brent Insua	Uploaded Conformed Copy of CMS and Ntc of Remote Appearance.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	4/7/25	0.4	Kevin Burns	Reviewed MOU, sent email to OC approving and asking for executed signature version.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	4/9/25	0.0	Brent Insua	Confirmed FAC Submission to LWDA.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	4/15/25	0.5	Kevin Burns	Reviewed MOU, spoke to OC on the phone about MOU and dismissal issue.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	5/2/25	0.2	Kevin Burns	Reviewed MOU change, sent email to OC with approval and requested executed copy for signature.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	5/2/25	0.2	Brent Insua	Called and left vm to Court regarding reserving a Mtn for Preliminary Approval.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	5/7/25	0.1	Brent Insua	Called Dept 23 to schedule prelim approval motion, left vcm.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	5/16/25	0.0	Brent Insua	Confirmed via Docket, next hearing is CMC 7/25/25
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	5/23/25	0.4	Kevin Burns	Check in on MOU, internal discussion about reaching client for signature.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	6/9/25	0.3	Kevin Burns	Review of case status, next steps for MOU and internal discussion.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	6/9/25	0.1	Jordan Floyd	Other re call with client explaining MOU and following up on signature. Client mentioned her other attorney calling asking for a copy of our settlement agreement for their case. Told her I would inform her attorney of the request.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	6/9/25	0.0	Jordan Floyd	Other re call with KB, informed him of the client's request about sending the settlement agreement to their other counsel. Asked if he could call the client about this.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	6/9/25	0.0	Jordan Floyd	Other re send executed MOU to Opposing Counsel.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	6/25/25	0.1	Kevin Burns	Case check-in, set task to draft long-form.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	6/30/25	0.2	Kevin Burns	Reviewed case status and next hearing date, added to calendar.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	7/8/25	0.1	Kevin Burns	Connected OC to settlement team for resolution of matter.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	7/10/25	0.2	Kevin Burns	Reviewed joint report sent by OC, authorized signature and filing.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	7/24/25	0.2	Norayr Zakaryan	drafted Plaintiff's notice
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	7/28/25	0.2	Kevin Burns	Reviewed minute order, tasked calendaring and giving notice of continuance of CMC.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	7/28/25	0.1	Jordan Floyd	Other re update case calendar.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	8/29/25	0.0	Janet Linares	Compare Neos and Court docket with KB status sheet
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	9/3/25	2.3	Norayr Zakaryan	drafted long form agreement and PAGA settlement notice draft
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	9/22/25	0.5	Norayr Zakaryan	reviewing and revising the PAGA Notice
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/9/25	0.2	Norayr Zakaryan	phone call with the client regarding case status update
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/9/25	1.2	Norayr Zakaryan	client call, investigating an issue, conferred with senior attorney, contacted client's provided contact via email
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/10/25	0.4	Kevin Burns	Reviewed client records to assist settlement team.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/16/25	0.2	Norayr Zakaryan	reviewing the case, conferred with senior counsel
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/20/25	1.7	Enoch Kim	Exchange email correspondence with defense counsel and labor commissioner's office re settlement agreement; confer with team re settlement agreement; review case file.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Neker Juice Bar	10/22/25	0.4	Lana Hovhannisyan	review file

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	10/29/25	0.8	Enoch Kim	Exchange email correspondence with defense counsel re settlement; confer with team re settlement.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/3/25	0.6	Enoch Kim	Call with defense counsel re settlement; consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/7/25	0.4	Eric Naessig	Reviewed Case File, Emails, and Labor Commissioner Matter
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/7/25	0.1	Eric Naessig	Called the Client and Left a Message
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/7/25	0.5	Eric Naessig	Drafted an Email and Text Message that was Sent to Client
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/6/25	1.4	Enoch Kim	Review and revise draft joint report; correspond with defense counsel re same; confer with EN re settlement agreement.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/7/25	0.9	Enoch Kim	Confer with EN re settlement agreement and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/13/25	0.4	Enoch Kim	Confer with EN re client communications and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/12/25	0.3	Enoch Kim	Exchange email correspondence with defense counsel re settlement.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/14/25	0.0	Janet Linares	Confirmed that the 11/21/25 hearing is still on the court's calendar; added zoom link information.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	11/21/25	0.3	Enoch Kim	Confer with EN re status hearing and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	12/8/25	0.4	Enoch Kim	Confer with team re settlement status; review correspondence from defense counsel re settlement agreement.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	12/9/25	0.3	Enoch Kim	Confer with EN re settlement agreement and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	12/16/25	0.8	Enoch Kim	Confer with EN re call with client; consider next steps and settlement strategy.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	12/18/25	0.4	Enoch Kim	Confer with EN re settlement status and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	12/31/25	0.5	Enoch Kim	Plan and prepare for call with defense counsel re settlement agreement; call with defense counsel.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/5/26	0.5	Enoch Kim	Confer with EN re settlement status and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/8/26	0.4	Enoch Kim	Exchange email correspondence with defense counsel re settlement.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/14/26	0.9	Enoch Kim	Call with defense counsel re settlement agreement; confer with EN re same and consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/16/26	0.4	Enoch Kim	Confer with team re settlement status and next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/20/26	3.4	Enoch Kim	Review and revise settlement agreements; exchange correspondence with defense counsel re settlement agreements; confer with EN re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/28/26	0.9	Antonia Bliznets	Drafting joint stipulation re: PAGA Approval Motion Filing Deadline
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/28/26	0.1	Brent Insua	Reviewed CMO.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/28/26	0.8	Enoch Kim	Draft correspondence to defense counsel re settlement agreement; review and revise joint stipulation to continue approval hearing; confer with AB re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/28/26	0.1	Jose Lopez	Case review meeting with AB re next steps and upcoming deadlines
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	1/28/26	0.3	Jose Lopez	Follow up case review meeting with AB re urgent/priority deadlines
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/4/26	0.9	Antonia Bliznets	Reading email from OC and updating settlement agreement accordingly; reviewing OC's draft
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/5/26	0.6	Enoch Kim	Review revisions to settlement agreement; confer with AB re same and administrator bids; consider next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/5/26	0.6	Antonia Bliznets	Soliciting admin bids for settlement agreement
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/9/26	1.5	Enoch Kim	Review and revise settlement agreements; draft correspondence to defense counsel re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/10/26	0.6	Enoch Kim	Review and revise settlement agreements; exchange correspondence with defense counsel re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/12/26	0.4	Enoch Kim	Exchange email correspondence with defense counsel re settlement agreement; confer with AB re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/13/26	1.1	Antonia Bliznets	Preparing for call with client and call with client re: PAGA agreement.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/15/26	0.5	Enoch Kim	Review correspondence from defense counsel re settlement agreements; confer with AB re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/12/26	1.1	Antonia Bliznets	Creating and sending fully executed versions of the settlement to opposing counsel; begin drafting MPA
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/10/26	0.9	Antonia Bliznets	Review file, settlement agreements, and email correspondence of EK and defense counsel re same
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/19/26	0.5	Antonia Bliznets	Begin reviewing JL draft and memo re: MPA
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/18/26	0.3	Antonia Bliznets	Internal conf with JL re: MPA and signatures
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/25/26	0.3	Enoch Kim	Confer with team re status of settlement and next steps.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/17/26	6.5	Jose Lopez	Draft PAGA approval motion
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/18/26	6.4	Jose Lopez	Draft PAGA approval motion - review settlement agreement, prepare settlement breakdown, POS, proposed order
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	2/19/26	5.1	Jose Lopez	Draft PAGA approval motion - P's declaration, EK's declaration
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	3/4/26	0.8	Antonia Bliznets	Drafting approval motion
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nokter Juice Bar	4/16/26	0.6	Jose Lopez	Perform case review; draft case summary re procedural history and next steps for transition memo

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/14/26	3.9	Antonia Bliznets	Begin drafting motion for PAGA Approval
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/24/26	2.9	Enoch Kim	Review and revise PAGA approval motion documents; confer with AB and team re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/20/26	1.4	Antonia Bliznets	Finish drafting PAGA approval motion documents
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/27/26	0.8	Antonia Bliznets	Reviewing supervising attorney notes/edits and sending to OC for signature.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/27/26	0.1	Lana Hovhannisyan	Confer with Antonia regarding arbitration agreement
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/27/26	0.2	Lana Hovhannisyan	Review email correspondence
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/27/26	0.2	Jose Lopez	Review email chain re case developments; update calendar and prepare re next steps
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/27/26	3.4	Enoch Kim	Review and revise PAGA approval motion documents; review and revise request for dismissal of class claims; confer with AB re same.
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/28/26	0.3	Jose Lopez	Review and revise approval motion re atty fees
24CV001617	Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar	4/28/26	2.2	Enoch Kim	Reviewed and revised PAGA approval motion documents; confer with AB re same.

EXHIBIT 5

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Shannon Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar
Superior Court of the State of California for the County of Sacramento
Case No. 24CV001617

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Shannon Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar*

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 (“Settlement”) *Shannon Cardrino v. Sarale Pacific, LLC dba Nekter Juice Bar*, Sacramento County Superior Court (“Court”), Case No. 24CV001617. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Shannon Cardrino (“Plaintiff”) against defendant Sarale Pacific, LLC dba Nekter Juice Bar (“Defendant”) (Plaintiff and Defendant collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of herself and all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Release Period, which is the period from January 30, 2023, through February 17, 2025 (“PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Reporting Time Wages; (5) Failure to Pay Proper Sick Pay (Lab. Code § 246); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (8) Failure to Indemnify (Lab. Code § 2802); and (9) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*). Plaintiff alleged Defendant failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to pay proper sick pays, failed to reimburse business expenses

incurred by Aggrieved Employees, failed to issue accurately itemized wage statements to Aggrieved Employees. Defendant denies the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant agreed to pay One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$39,999.99 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$[REDACTED] for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$[REDACTED] for its services in administering the settlement, and the Plaintiff will receive an Enhancement Award Payment of up to \$5,000.00 for recognition of his services rendered to the Aggrieved Employees in this Action. The balance of the monies, called the Net Settlement Amount, in the amount of \$[REDACTED], represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$[REDACTED] will be paid to the LWDA for its share of the PAGA Penalty payment, and \$[REDACTED] will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$[REDACTED], represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. The release by Aggrieved Employees is as follows:

Release by Plaintiff and Aggrieved Employees:

All Aggrieved Employees, including Plaintiff, are deemed to release the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

“Released Parties” means Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Operative Complaint” means the Complaint filed by Plaintiff on April 4, 2024, in this lawsuit.

“PAGA Notice” means Plaintiff’s January 30, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case No. LWDA-CM-1008187-24).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[ADMINISTRATOR’S INFORMATION].

[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 6