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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

NELSON RAMIREZ, individually,  
and on behalf of other members of the  
general public similarly situated and  
on behalf of other aggrieved  
employees pursuant to the California  
Private Attorneys General Act;

Plaintiff,

vs.

HV GLOBAL MANAGEMENT  
CORPORATION, an unknown  
business entity; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 5:21-cv-09955-BLF

Honorable Beth Labson Freeman  
Courtroom 3

**CLASS ACTION**

**DECLARATION OF SELENA  
MATAVOSIAN IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

[Notice of Motion and Motion for  
Preliminary Approval of Class Action  
and PAGA Settlement; Declaration of  
Proposed Class Representative (Nelson  
Ramirez); and [Proposed] Order filed  
concurrently herewith]

Date: July 11, 2024  
Time: 9:00 a.m.  
Courtroom: 3

Complaint Filed: November 3, 2021  
FAC Filed: February 22, 2022  
SAC Filed: August 4, 2022  
TAC Filed: February 2, 2023  
FAC Filed: February 17, 2024  
Trial Date: None Set

**DECLARATION OF SELENA MATAVOSIAN**

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Nelson Ramirez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

**EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

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3. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over

1,000 class action or representative action cases.

4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including and not limited to those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is

admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree from California State University, Northridge in 2019 and earned my Juris Doctor degree from Southwestern Law School in 2022. I was admitted to practice law in California in 2022. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included researching and drafting pleadings and motions, administrative notice exhaustion, drafting negotiating, and finalizing stipulations and settlement agreements, claims evaluation and analysis, and making court appearances.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND  
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager”

1 position. On August 27, 2013, the court granted final approval of the class and  
2 PAGA representative action settlement. The Kern County Superior Court Case  
3 Number is S-1500-CV-273194-LHB.

4 f) LFJ, in association with co-counsel therein, represented the  
5 plaintiff in a wage-and-hour class and PAGA representative action against a national  
6 wholesale distributor of plumbing and builder supplies, involving allegations of  
7 misclassification of multiple salaried “manager” positions. On May 22, 2014, the  
8 court granted final approval of the class and PAGA representative action settlement.  
9 The Sacramento County Superior Court Case Number is 34-2012-00136285.

10 g) LFJ, in association with co-counsel therein, represented the  
11 plaintiff in a wage-and-hour class action against a multinational corporation that  
12 provides global workplace solutions, involving allegations of misclassification of  
13 the “Operations Manager” position. On September 16, 2014, the court granted  
14 plaintiff’s motion for class certification. The Los Angeles County Superior Court  
15 Case Number is BC478769.

16 h) LFJ, in association with co-counsel therein, represented the  
17 plaintiff in a wage-and-hour class and PAGA representative action against a national  
18 retailer of household items, on behalf of hourly-paid or non-exempt employees. On  
19 May 27, 2015, the court granted final approval of the class and PAGA representative  
20 action settlement. The San Francisco County Superior Court Case Number is CGC-  
21 13-532344.

22 i) LFJ, in association with co-counsel therein, represented the  
23 plaintiff in a wage-and-hour class and PAGA action involving allegations of  
24 misclassification of the salaried residential “Property Manager” position. On  
25 September 17, 2015, the court granted plaintiff’s motion for class certification. On  
26 October 20, 2017, the court granted final approval of the class and PAGA  
27 representative action settlement. The Los Angeles County Superior Court Case  
28 Number is BC474784.

1           j) LFJ, in association with co-counsel therein, represented the  
2 plaintiffs in a wage-and-hour class and PAGA representative action against a  
3 national retailer of upscale hardware and home furnishings, on behalf of non-exempt  
4 employees. On April 28, 2016, the court granted final approval of the class and  
5 PAGA representative action settlement. The Los Angeles County Superior Court  
6 Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination  
7 Proceeding Number is 4794.

8           k) LFJ, in association with co-counsel therein, represented the  
9 plaintiffs in a wage-and-hour class action against a national retailer of apparel and  
10 fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the  
11 court granted final approval of the class action settlement. The Los Angeles County  
12 Superior Court Case Number is BC488069.

13           l) LFJ, in association with co-counsel therein, represented the  
14 plaintiffs in a wage-and-hour class action against a national retailer of apparel,  
15 accessories, and home products, involving allegations of misclassification of the  
16 “Department Manager” position. On August 12, 2016, the court granted the  
17 plaintiffs’ motion for class certification in part and certified a class. On August 6,  
18 2019, the court granted final approval of the class action settlement. The Alameda  
19 County Superior Court Case Number is RG13680477.

20           m) LFJ represented the plaintiff in a PAGA representative action  
21 against a real estate and property management company, on behalf of non-exempt  
22 employees. On November 4, 2016, the court granted approval of the PAGA  
23 representative action settlement. The Orange County Superior Court Case Number  
24 is 30-2015-00775439-CU-OE-CXC.

25           n) LFJ, in association with co-counsel therein, represented the  
26 plaintiffs in a wage-and-hour class and PAGA representative action against a full-  
27 service bank, on behalf of non-exempt employees. On November 18, 2016, the court  
28 granted final approval of the class and PAGA representative action settlement. The

1 San Francisco County Superior Court Case Number is CJC-13-004839 and the  
2 Judicial Council Coordination Proceeding Number is 4839.

3 o) LFJ represented the plaintiffs in a wage-and-hour class and  
4 PAGA representative action against a foodservice distributor, on behalf of non-  
5 exempt employees. On January 26, 2017, the court granted final approval of the  
6 class and PAGA representative action settlement. The San Bernardino County  
7 Superior Court Case Number is CIVDS1507260.

8 p) LFJ, on behalf of the plaintiff and respondent in a PAGA  
9 representative action, successfully opposed in the trial court, and briefed and argued  
10 an appeal with respect to the employer's motion to compel arbitration, which  
11 resulted in a published opinion by the California Court of Appeal in favor of  
12 employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist.,  
13 Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court  
14 Docket No. 17-254). The Riverside County Superior Court Case Numbers are  
15 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding  
16 Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the  
18 plaintiffs in a wage-and-hour class and PAGA representative action against a  
19 consumer packaging company, on behalf of non-exempt employees. On March 10,  
20 2017, the court granted final approval of the class and PAGA representative action  
21 settlement. The Los Angeles County Superior Court Case Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the  
23 plaintiffs in a wage-and-hour class and PAGA representative action against a  
24 manufacturer of food service industry supplies on behalf of non-exempt employees.  
25 On April 14, 2017, the court granted final approval of the class and PAGA  
26 representative action settlement. The Orange County Superior Court Case Number  
27 is 30-2015-00810013-CU-OE-CXC.

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1 s) LFJ in association with co-counsel therein, represented the  
2 plaintiffs in a wage-and-hour class and PAGA representative action against a lumber  
3 and hardware company on behalf of non-exempt employees. On April 26, 2017, the  
4 court granted final approval of the class and PAGA representative action settlement.  
5 The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-  
6 CXC.

7 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA  
8 representative action against a property management company, on behalf of non-  
9 exempt employees. On June 14, 2017, the court granted final approval of the class  
10 and PAGA representative action settlement. The Los Angeles County Superior  
11 Court Case Number is BC586234.

12 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA  
13 representative action against a food company on behalf of non-exempt employees.  
14 On June 30, 2017, the court granted final approval of the class and PAGA  
15 representative action settlement. The Sacramento County Superior Court Case  
16 Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and  
18 PAGA representative action against a chocolate company on behalf of non-exempt  
19 employees. On July 19, 2017, the court granted final approval of the class and PAGA  
20 representative action settlement. The Alameda County Superior Court Case Number  
21 is RG15764300.

22 w) LFJ represented the plaintiff in a PAGA representative action,  
23 against the parent company of several restaurants, on behalf of hourly-paid, non-  
24 exempt employees. On October 18, 2017, the court granted approval of the PAGA  
25 representative action settlement. The Los Angeles County Superior Court Case  
26 Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and  
2 PAGA representative action against a manufacturer of plastic containers on behalf  
3 of non-exempt employees. On October 31, 2017, the court granted final approval of  
4 the class and PAGA representative action settlement. The Los Angeles County  
5 Superior Court Case Number is BC577233.

6 y) LFJ, in association with co-counsel therein, represented the  
7 plaintiffs in a wage-and-hour class and PAGA representative action against a bank  
8 on behalf of non-exempt employees. On December 11, 2017, the court granted final  
9 approval of the class and PAGA representative action settlement. The Los Angeles  
10 County Superior Court Case Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the  
12 plaintiffs in a wage-and-hour class and PAGA representative action against a  
13 property management company on behalf of hourly-paid and non-exempt  
14 employees. On January 4, 2018, the court granted final approval of the class and  
15 PAGA representative action settlement. The Los Angeles County Superior Court  
16 Case Number is JCCP4819 and the Judicial Council Coordination Proceeding  
17 Number is 4819.

18 aa) LFJ, in association with co-counsel therein, represented the  
19 plaintiffs in a wage-and-hour class and PAGA representative action against a global  
20 provider of flexible office space solutions. On February 15, 2018, the court granted  
21 final approval of the class and PAGA representative action settlement. The Los  
22 Angeles County Superior Court Case Number is BC498401.

23 bb) LFJ, in association with co-counsel therein, represents the  
24 plaintiff in a wage-and-hour class action against a container manufacturer, on behalf  
25 of non-exempt employees. On October 15, 2018, the court granted the plaintiff's  
26 motion for class certification. The Tulare County Superior Court Case Number is  
27 VCU264528.

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cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final

1 approval of the class and PAGA representative action settlement. The Sacramento  
2 County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

3 hh) LFJ, in association with co-counsel therein, represents the  
4 plaintiff in a wage-and-hour class and PAGA representative action against a medical  
5 equipment supplier on behalf of non-exempt employees. On February 13, 2020, the  
6 court granted the plaintiff's motion for class certification and certified a class. The  
7 San Bernardino County Superior Court Case Number is CIVDS1505744.

8 ii) LFJ, in association with co-counsel therein, on behalf of the  
9 plaintiff and respondent in a PAGA representative action, successfully opposed in  
10 the trial court, and briefed and argued an appeal with respect to the employer's  
11 motion to compel arbitration, resulting in a notable decision from the California  
12 Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior*  
13 *Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the  
14 PAGA representative action settlement. The San Diego County Superior Court Case  
15 Number is 34-2015-00175330.

16 jj) LFJ, in association with co-counsel therein, represented the  
17 plaintiff in a wage-and-hour class and PAGA representative action against a large  
18 national drug testing laboratory on behalf of non-exempt employees. On February  
19 21, 2020, the court granted the plaintiff's motion for class certification and certified  
20 a class. On October 28, 2022, the court granted final approval of the class and PAGA  
21 representative action settlement. The San Diego County Superior Court Case  
22 Number is 37-2018-00019611-CU-OE-CTL.

23 kk) LFJ, in association with co-counsel therein, represents the  
24 plaintiffs in a wage-and-hour class and PAGA representative action against a  
25 national retailer of sportswear, footwear, and camping equipment on behalf of non-  
26 exempt employees. On March 16, 2020, the court granted in part the plaintiff's  
27 motion for class certification and certified a class. The Riverside County Superior  
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1 Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council  
2 Coordination Proceeding Number is 4930.

3 ll) LFJ, in association with co-counsel therein, represented the  
4 plaintiffs in a wage-and-hour class action against manufacturer and supplier of  
5 power products and services on behalf of non-exempt employees. On July 31, 2020,  
6 the court granted in part the plaintiffs' motion for class certification and certified a  
7 class. On August 27, 2021, the court granted final approval of the class action  
8 settlement. The San Diego County Superior Court Case Number is 37-2015-  
9 00025968-CU-OE-CTL.

10 mm) LFJ represents the plaintiff in a wage-and-hour class action  
11 against a nutritional products manufacturer on behalf of non-exempt production line  
12 employees. On December 13, 2021, the court granted the plaintiff's motion for class  
13 certification in part and certified a class. The Solano County Superior Court Case  
14 Number is FCS051001.

15 nn) LFJ represents the plaintiffs in a wage-and-hour class action  
16 against a manufacturer and distributor of commercial dish and glass cleaning  
17 machines and supplies for the restaurant and hospitality industries, on behalf of  
18 hourly-paid or non-exempt employees. On July 13, 2023, the court granted the  
19 plaintiffs' motion for class certification and certified a class. The Los Angeles  
20 County Superior Court Case Number is BC707670.

## 21 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE** 22 **SETTLEMENT**

23 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of  
24 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or  
25 "Settlement Agreement") entered into by and between Plaintiff, on the one hand,  
26 and Defendant HV Global Management Corporation ("Defendant"), on the other  
27 hand (together, the "Parties"). The Parties and their counsel have approved the  
28 proposed Notice of Proposed Class and Representative PAGA Action Settlement

1 (“Class Notice”), which is attached to the Settlement Agreement as “**Exhibit B**” and  
2 respectfully request that the Court approve it as well.

3 9. Based on information provided by Defendant, as of May 1, 2024, the  
4 Class Members are estimated to consist of approximately three hundred forty (340)  
5 individuals. Based on information provided by Defendant, as of May 1, 2024, the  
6 Aggrieved Employees are estimated to consist of approximately two hundred (200)  
7 individuals.

8 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in  
9 prosecuting this matter has translated into tangible monetary benefits in the  
10 following respects: (1) Class Members, the State of California, and PAGA Group  
11 Members recover over a reasonably short period of time as opposed to waiting  
12 additional years for the same, or possibly worse, result; (2) a guaranteed result that  
13 compares favorably with other complex wage-and-hour class action and/or  
14 representative action settlements of similar type given the strengths and weaknesses  
15 of the case; and (3) significant savings in attorneys’ fees and/or costs that would  
16 have only increased significantly had the case progressed through certification, trial,  
17 and/or appeals.

18 11. On February 17, 2024, Plaintiff provided written notice to the California  
19 Labor and Workforce Development Agency (“LWDA”) by online submission and  
20 to Defendant of the specific provisions of the California Labor Code that Defendant  
21 is alleged to have violated. A true and correct copy of the notice is attached hereto  
22 as “**EXHIBIT 2.**”

23 12. Since the above-captioned action was commenced, Class Counsel has  
24 litigated the case for over two (2) years and was actively preparing the matter for  
25 class certification and trial, prior to reaching the Settlement. The Parties have  
26 engaged in extensive settlement negotiations and participated in a formal, full-day  
27 mediation conducted by Deborah Crandall-Saxe, Esq. (the “Mediator”), a well-  
28 respected mediator experienced in mediating complex labor and employment

1 matters. Prior to and during the mediation and settlement discussions, the Parties  
 2 exchanged extensive information and engaged in discussions regarding their  
 3 evaluations of the case and various aspects of the case, including but not limited to,  
 4 the risks and delays of further litigation, the risks to the Parties of proceeding with  
 5 class certification and/or representative adjudication, the law relating to off-the-  
 6 clock theory, meal and rest periods, regular rate, PAGA representative actions, and  
 7 wage-and-hour law and enforcement, as well as the evidence produced and  
 8 analyzed, and the possibility of appeals, among other things. During all settlement  
 9 discussions, the Parties conducted their negotiations at arm's length in an adversarial  
 10 position. Arriving at a settlement that was acceptable to all Parties was not easy.  
 11 Defendant and its counsel felt strongly about their ability to prevail on the merits  
 12 and at certification, and Plaintiff and Class Counsel believed that they would be able  
 13 to obtain class certification and prevail at trial. After conducting extensive  
 14 investigations, formal and informal discovery, motion practice (including discovery  
 15 motions), exchange of information, and extensive settlement negotiations, and with  
 16 the aid of the Mediator's evaluation, the Parties have agreed that the matter is well-  
 17 suited for settlement given the legal issues relating to Plaintiffs' principal claims, as  
 18 well as the costs and risks to both sides that would attend further litigation. The  
 19 Settlement is a fair, reasonable, and adequate resolution of the Settlement Class  
 20 Released Claims of Plaintiff and the Settlement Class Members, and of the PAGA  
 21 Group Released Claims of Plaintiff, the State of California, and PAGA Group  
 22 Members, against the Released Parties.

23 13. Prior to reaching the Settlement, Class Counsel investigated the  
 24 veracity, strength, and scope of the claims, and was preparing the action for class  
 25 certification and trial. Class Counsel conducted significant investigation and formal  
 26 and informal discovery regarding the facts of the case, including and not limited to,  
 27 the exchange, review, and analysis of a large volume of documents and data obtained  
 28 from Defendant, Plaintiff, and other sources. Class Counsel served multiple sets of

1 formal written discovery requests onto Defendant (specifically, Requests for  
 2 Production of Documents (Set One), Special Interrogatories (Sets One, Two, and  
 3 Three), and Requests for Admission (Sets One and Two)) and noticed the  
 4 depositions of Defendant's Person Most Knowledgeable designees along with  
 5 accompanying requests for production of documents, on Defendant. Class Counsel  
 6 also served multiple sets of formal written discovery requests onto former defendant  
 7 HV Global Group, Inc. (specifically, Requests for Production of Documents (Set  
 8 One), and Special Interrogatories (Sets One and Two)) and noticed the depositions  
 9 of former defendant HV Global Group, Inc.'s Person Most Knowledgeable  
 10 designees along with accompanying requests for production of documents, on  
 11 former defendant HV Global Group, Inc. Class Counsel served notices of deposition  
 12 of several non-party witnesses, and attended the depositions of several non-party  
 13 witnesses. Class Counsel also worked with Plaintiff to prepare and provide  
 14 responses and supplemental responses to formal written discovery served by  
 15 Defendant (specifically, Requests for Production of Documents (Set One) and  
 16 Interrogatories (Set One)). Class Counsel also prepared for and took the deposition  
 17 of Defendant's Person Most Knowledgeable witness and nine (9) non-party  
 18 witnesses and prepared for and defended the deposition of Plaintiff, six (6) non-party  
 19 witnesses, and Plaintiff's expert, Richard Drogin.

20 14. The volume of data and documents that Class Counsel reviewed and  
 21 analyzed included and was not limited to: employment records of Plaintiff, a detailed  
 22 sampling of Plaintiff's time and pay data, Defendant's collective bargaining  
 23 agreements, Defendant's Associate Handbook, internal memoranda, new hire  
 24 orientation checklists, job description, earning statements, company agreements and  
 25 acknowledgments (including, but not limited to, 2016 Policy Acknowledgment,  
 26 Attendance Disciplinary Notice, Acknowledgment of Employee Handbook,  
 27 Voluntary Dispute Resolution Agreement, Mandatory Dispute Resolution  
 28 Agreement, Dispute Resolution Agreement, and Acknowledgments of Explanation

of Interview), forms (including, but not limited to, Employee Performance Review, Hourly Transfer/Promotion Request Form, Franchise Request Form, Meal Period Waiver, Waiver of Need to Authorize Certain Paid Meal Breaks, Waiver of Need to Authorize Certain Unpaid Meal Breaks, and Payroll Adjustment Form), procedures (including, but not limited to, On-Call Procedures) and policies (including, but not limited to, Authorization to Take Meal Breaks and Rest Breaks and Recognition of Duty to Report Inconsistent Activity, and Parking Policy), among other information and documents. Class Counsel interviewed Plaintiff and other class members, conducted investigations to gather facts and circumstances surrounding Plaintiff and putative class members' employment, and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, case management, motion practice, the production of information, documents, and data in the course of litigation and the mediation, and mediation and settlement negotiations. Class Counsel also engaged in extensive motion practice (including discovery motions), drafted pleadings and the mediation brief, and prepared for and attended court proceedings, depositions, mediation, and settlement negotiations, among other tasks.

15. A summary of the procedural history in the Action, demonstrating that extensive pleading, motion, and discovery practice has taken place, is provided herein:

- a. On November 3, 2021, Plaintiff filed the Class Action Complaint for Damages ("Original Complaint"), thereby commencing a putative class action in the Superior Court of California for the County of Monterey, Case No. 21CV003513, against Defendant and defendant HV Global Group, Inc. for violations of the California Labor Code and the California Business and Professions Code.

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- b. On December 22, 2021, Defendant and defendant HV Global Group, Inc. removed the Action to the United States District Court for the Northern District of California (the “Court”), Case No. 5:21-cv-0995-BLF (the “Action”).
- c. On January 21, 2022, Plaintiff filed a Motion to Remand Pursuant to 28 U.S.C. § 1447 (“Motion to Remand”) in the Court.
- d. On January 24, 2022, Defendant and defendant HV Global Group, Inc. filed a Motion to Dismiss (“January 24, 2022 Motion to Dismiss”), thereby seeking to dismiss the Original Complaint, dismiss the Sixth, Seventh and Eighth causes of actions in the Original Complaint, and dismiss HV Global Group, Inc. as a defendant.
- e. On February 4, 2022, Defendant and defendant HV Global Group, Inc. filed an Opposition to Plaintiff’s Motion to Remand (“February 4, 2022 Opposition”).
- f. On February 7, 2022, the Court entered an Order Striking Opposition to Motion to Remand, thereby striking the February 4, 2022 Opposition.
- g. On February 7, 2022, Plaintiff filed the First Amended Class Action Complaint for Damages (“First Amended Complaint”) against Defendant and defendant HV Global Group, Inc. in the Action.
- h. On February 8, 2022, the Court entered an Order Terminating Motion to Dismiss as Moot; and Vacating Hearing, thereby terminating the January 24, 2022 Motion to Dismiss as moot due to the filing of the First Amended Complaint.
- i. On February 14, 2022, Defendant and defendant HV Global Group, Inc. filed an Opposition to Plaintiff’s Motion to Remand.

- j. On February 22, 2022, Plaintiff filed a Reply in support of Plaintiff's Motion to Remand.
- k. On February 22, 2022, Defendant and defendant HV Global Group, Inc. filed a Motion to Dismiss Plaintiff's First Amended Complaint ("February 22, 2022 Motion to Dismiss"), thereby seeking to dismiss the First Amended Complaint, dismiss the Sixth cause of action in the First Amended Complaint, and dismiss HV Global Group, Inc. as a defendant.
- l. On March 8, 2022, Plaintiff filed an Opposition to Defendant's February 22, 2022 Motion to Dismiss ("March 8, 2022 Opposition").
- m. On March 8, 2022, Plaintiff filed a Request for Judicial Notice in support of the March 8, 2022 Opposition.
- n. On March 15, 2022, Defendant and defendant HV Global Group, Inc. filed a Reply in support of the February 22, 2022 Motion to Dismiss.
- o. On April 8, 2022, Plaintiff filed a Supplemental Brief in support of Plaintiff's Motion to Remand.
- p. On April 8, 2022, Defendant and defendant HV Global Group, Inc. filed a Supplemental Brief Regarding Jauregui, which relates to Plaintiff's Motion to Remand.
- q. On April 25, 2022, the Court entered an Order, thereby denying Plaintiff's Motion to Remand.
- r. On June 14, 2022, the Court entered an Order Granting in Part and Denying Motion to Dismiss First Amended Complaint.
- s. On July 14, 2022, Plaintiff filed the Second Amended Class Action Complaint for Damages against Defendant in the Action.

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- t. On July 27, 2022, Defendant filed a Motion to Dismiss or, in the Alternative, to Strike Plaintiff's Second Amended Complaint ("July 27, 2022 Motion to Dismiss or Strike").
- u. On August 4, 2022, Plaintiff filed a corrected Second Amended Class Action Complaint for Damages ("Second Amended Complaint") against Defendant in the Action, concurrently with a Notice of Errata Regarding his Second Amended Complaint.
- v. On August 17, 2022, Defendant filed Objections to Plaintiff's Notice of Errata and "Corrected" Second Amended Complaint.
- w. On August 19, 2022, the Court entered an Order Re: Defendant's Objections to Plaintiff's Notice of Errata and Corrected Second Amended Complaint, thereby denying Defendant's July 27, 2022 Motion to Dismiss or Strike and granting Defendant leave to file a revised motion to dismiss the corrected Second Amended Complaint.
- x. On September 2, 2022, Defendant filed a revised Motion to Dismiss or, in the Alternative, to Strike the Corrected Second Amended Complaint ("September 2, 2022 Motion to Dismiss or Strike").
- y. On September 16, 2022, Plaintiff filed an Opposition to the September 2, 2022 Motion to Dismiss or Strike.
- z. On September 23, 2022, Defendant filed a Reply in support of the September 2, 2022 Motion to Dismiss or Strike.
- aa. On January 19, 2023, the Court entered an Order Granting in Part and Denying Motion to Dismiss First Amended Complaint.
- bb. On February 2, 2023, Plaintiff filed the Third Amended Class Action Complaint for Damages ("Third Amended Complaint") against Defendant in the Action.

cc. On February 16, 2023, Defendant filed a Motion to Dismiss and/or Strike Third Amended Complaint (“February 16, 2023 Motion to Dismiss and/or Strike”).

dd. On March 2, 2023, Plaintiff filed an Opposition to the February 16, 2023 Motion to Dismiss and/or Strike.

ee. On March 9, 2023, Defendant filed a Reply in support of the February 16, 2023 Motion to Dismiss and/or Strike.

ff. On July 6, 2023, the Court entered an Order Granting in Part Without Leave to Amend and Denying in Part Motion to Dismiss and/or Strike Third Amended Complaint.

gg. On July 20, 2023, Defendant filed an Answer to the Third Amended Complaint.

hh. On August 8, 2023, Defendant filed a Motion for Administrative Relief to Continue Deadline to Complete Mediation Pursuant to L.R. 7-11 (“Motion for Administrative Relief”).

ii. On August 11, 2023, Plaintiff filed an Opposition to the Motion for Administrative Relief.

jj. On August 15, 2023, the Court entered an Order Extending Deadline to Complete Mediation to October 15, 2023.

kk. On August 18, 2023, Plaintiff filed a Motion for Class Certification.

ll. On September 5, 2023, Plaintiff filed a Motion to Strike Errata.

mm. On September 19, 2023, Defendant filed an Opposition to Plaintiff’s Motion to Strike Errata.

nn. On September 26, 2023, Plaintiff filed a Reply in support of Plaintiff’s Motion to Strike Errata.

oo. On November 17, 2023, Defendant filed an Opposition to Plaintiff’s Motion for Class Certification.

pp. On December 5, 2023, the Parties filed a Joint Notice of Settlement.

qq. On February 17, 2024, Plaintiff provided written notice to the LWDA and Defendant of his intent to seek civil penalties for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders (“LWDA Notice”).

rr. On February 17, 2024, Plaintiff filed the Fourth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq.

16. Counsel for the Parties have also invested time researching and investigating the applicable law, which is often evolving as it relates to class certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff’s claims and damages, and Defendant’s defenses thereto, as well as facts discovered. Based on Class Counsel’s analysis, the result achieved in this litigation is fair, adequate, and reasonable.

17. The Settlement provides for a Gross Settlement Amount of Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00). The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Allocation. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently estimated to be Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00). Additionally, seventy-five percent (75%) of the PAGA Allocation (i.e., the LWDA Payment), which is \$56,250.00 out of \$75,000.00, will be distributed to the Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of the PAGA Allocation (i.e., the PAGA Group Civil Penalties Fund), which is \$18,750.00 out of \$75,000.00, will be distributed on a *pro rata* basis to PAGA Group Members. The Net Settlement

1 Amount will be fully distributed to Settlement Class Members, and the PAGA  
2 Allocation will be fully distributed to the LWDA and PAGA Group Members, in  
3 accordance with the terms of the Settlement, and there is no reversion to Defendant.

4 18. The Parties have agreed to retain ILYM Group, Inc. (“ILYM,” or  
5 “Settlement Administrator”) to handle the notice and settlement administration  
6 process. The Parties respectfully request that the Court appoint ILYM to handle  
7 these procedures and serve as the Settlement Administrator. Defendant will provide  
8 the Settlement Administrator a list of the following information for each Class  
9 Member and PAGA Group Member: (1) full name; (2) last known address; (3) last  
10 known telephone number (if available); (4) Social Security Number; (5) Qualifying  
11 Workweeks; and (6) Qualifying PAGA Pay Periods (if any) (collectively, “Class Data  
12 and List”). The Settlement Administrator will calculate each Settlement Class  
13 Member’s estimated *pro rata* share of the Net Settlement Amount (“Individual  
14 Settlement Share”), and each PAGA Group Member’s estimated *pro rata* share of  
15 the PAGA Group Civil Penalties Fund (“Individual PAGA Payment”). The  
16 Settlement Administrator will also receive Requests for Exclusion from the Class  
17 Settlement, Notices of Objections to the Class Settlement, and disputes regarding  
18 Qualifying Workweeks and/or Qualifying PAGA Pay Periods; provide necessary  
19 reports and declarations; calculate, subtract, and transmit necessary taxes and  
20 withholdings; prepare and submit informational and other tax filings and documents;  
21 issue and transmit all payments provided for by the Settlement, including and not  
22 limited to, mailing payments to the Settlement Class Members and PAGA Group  
23 Members; and perform any other usual and customary duties for administering a  
24 class action settlement. The Settlement Administration Costs are currently estimated  
25 not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) and will be paid  
26 out of the Gross Settlement Amount, subject to approval of the Court.

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19. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff and the putative class members and aggrieved employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that he and other putative class members and aggrieved employees were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members and PAGA Group Members were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that he and other putative class members and aggrieved employees were uniformly not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across Defendant's non-exempt employees in California during the relevant time period.

20. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or

1 representative adjudication. Plaintiff and Class Counsel further recognize the  
2 burdens of proof necessary to establish liability for the claims asserted in the lawsuit,  
3 Defendant's defenses, and the difficulties in establishing entitlement to monetary  
4 recovery. Class Counsel has also considered the Parties' settlement discussions, as  
5 well as the evaluations of the Mediator, who is experienced and well-regarded in  
6 complex labor and employment matters.

7 21. Defendant, on the other hand, denied and continues to deny any liability  
8 and wrongdoing of any kind associated with the claims alleged in the lawsuit, and  
9 further deny that the lawsuits are appropriate for class treatment or representative  
10 adjudication for any purpose other than this Settlement. Defendant believes that it  
11 would ultimately succeed in the matter. Both sides have also had the opportunity to  
12 conduct investigations and gather documents and information relating to Plaintiff's,  
13 Class Members' and PAGA Group Members' employment with Defendant, and  
14 Defendant's operations and employment policies, practices, and procedures.  
15 Counsel for the Parties also reviewed and analyzed thousands of pages of documents  
16 and data, including but not limited to a detailed sampling of Class Members' and  
17 PAGA Group Members' time and pay information, to determine the potential value  
18 and strength of the claims. The available information enabled Class Counsel to  
19 assess and value the class and PAGA claims and prepare violation, damages, and  
20 penalties analyses and models. Accordingly, counsel for the Parties have conducted  
21 adequate investigation and discovery to be sufficiently informed of the nature and  
22 extent of the class and PAGA claims, and to enable both sides to fully evaluate the  
23 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into  
24 account the strengths and weaknesses of each side's position and the uncertainty of  
25 how the cases might have concluded at certification, trial, and/or appeals.

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22. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$315,000.00) and expenses and costs in an amount not to exceed One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

23. The Settlement Agreement provides for payment of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff as an Enhancement Payment, to be paid out of the Gross Settlement Amount, subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him, and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Plaintiff expended effort to review and provide responses and supplemental responses to multiple sets of discovery requests that were served by Defendant and to prepare for and attend a deposition. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to his individual settlement payment, for services performed in the matter on behalf of the Class, PAGA Group Members, and the State of California.

24. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Class, PAGA Group Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

3 Executed on this 9<sup>th</sup> day of May 2024, at Glendale, California.

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Selena Matavosian

# **EXHIBIT 1**

# **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Nelson Ramirez (“Plaintiff,” “Named Plaintiff” or “Settlement Class Representative”), as an individual and on behalf of all other similarly situated and aggrieved employees, and Defendant HV Global Management Corporation (“Defendant” or “HV Global”) (collectively, the “Parties” or individually referred to as “Party”), to resolve all claims asserted or that could have been asserted in the action titled *Nelson Ramirez v. HV Global Management*, Civil Action No. 21-cv-9955-BLF (N.D. Cal.).

This Settlement Agreement shall be binding on Named Plaintiff, Settlement Class Members (as defined herein), PAGA Group Members (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

## **RECITALS**

1. On November 3, 2021, Plaintiff commenced the above-captioned putative class action lawsuit against Defendant by filing the Class Action Complaint for Damages (“Original Complaint”) in Superior Court of California for the County of Monterey, Case No. 21CV003513. Plaintiff’s Original Complaint alleged claims for: (1) unpaid overtime in violation of California Labor Code §§ 510 and 1198, (2) meal period and meal period premium violations in violation of California Labor Code §§ 226.7 and 512(a), (3) rest period and rest period premium violations in violation of California Labor Code § 226.7, (4) unpaid minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1, (5) unpaid final wages in violation of California Labor Code §§ 201 and 202, (6) untimely payment of wages during employment pursuant to California Labor Code § 204, (7) non-compliant wage statements in violation of California Labor Code § 226(a), (8) payroll recordkeeping violations pursuant to California Labor Code § 1174(d), (9) unreimbursed business expenses in violation of California Labor Code §§ 2800 and 2802, and (10) violation of California Business and Professions Code §§ 17200, *et seq.*

2. On December 23, 2021, Defendant removed the case to the United States District Court for the Northern District of California (“Court” or “Northern District of California”).

3. On February 7, 2022, Plaintiff filed the First Amended Class Action Complaint for Damages (“First Amended Complaint”) with the Court.

1           4.     On July 14, 2022, Plaintiff filed the Second Amended Class Action Complaint for  
2 Damages (“Second Amended Complaint”) with the Court.

3           5.     On February 2, 2023, Plaintiff filed the Third Amended Class Action Complaint for  
4 Damages (“Third Amended Complaint”) with the Court.

5           6.     On February 17, 2024, Plaintiff provided written notice to the LWDA and Defendant of  
6 his intent to seek civil penalties for alleged violations of the California Labor Code and Industrial  
7 Welfare Commission Wage Orders (“LWDA Notice”).

8           7.     On February 17, 2024, Plaintiff filed his Fourth Amended Class Action Complaint for  
9 Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.*  
10 (“Fourth Amended Complaint”). Plaintiff alleged eleven (11) causes of action against Defendant, on  
11 behalf of all current and former non-exempt employees of Defendant in California since November 3,  
12 2018. These claims include: (1) unpaid overtime in violation of California Labor Code §§ 510 and 1198,  
13 (2) meal period and meal period premium violations in violation of California Labor Code §§ 226.7 and  
14 512(a), (3) rest period and rest period premium violations in violation of California Labor Code § 226.7,  
15 (4) unpaid wages in violation of California Labor Code §§ 1194, 1197, and 1197.1, (5) unpaid final  
16 wages in violation of California Labor Code §§ 201 and 202, (6) unpaid wages during employment in  
17 violation of California Labor Code § 204, (7) non-compliant wage statements in violation of § 226(a),  
18 (8) failure to keep requisite payroll records in violation of California Labor Code § 1174(d), (9)  
19 unreimbursed business expenses in violation of California Labor Code §§ 2800 and 2802, (10) violations  
20 of California Business & Professions Code §§ 17200, *et seq.*, and (11) violations of the California Private  
21 Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).

22           8.     Defendant denies all material allegations set forth in the Action, defined below, and has  
23 asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
24 Defendant desires to fully and finally settle the Action and Released Claims.

25           9.     Class Counsel in the Action diligently investigated the proposed Class Members’ claims  
26 against Defendant, including any and all applicable defenses and the applicable law. The investigation  
27 included, *inter alia*, the exchange of information pursuant to informal discovery methods and the  
28 review of numerous corporate policies and practices. Subsequently, the Parties engaged in extensive

1 formal discovery. The formal discovery included multiple sets of Requests for Production of  
2 Documents, Requests for Admissions, and Special Interrogatories from each Party. Some of each  
3 Party's written discovery responses were disputed by the other Party, and resulted in extensive meet  
4 and confer discussions and eventually, discovery motion practice before the Court. Beyond written  
5 discovery, the Parties engaged in extensive depositions. Specifically, Plaintiff took the depositions of  
6 Defendant's 30(b)(6) witness, Defendant's Human Resources Manager at the Highlands Inn Property,  
7 along with the depositions of eight (8) separate HV Global employees who submitted declarations on  
8 HV Global's behalf. HV Global took the depositions of Plaintiff Nelson Ramirez, Plaintiff's Expert  
9 Witness Dr. Richard Drogin, along with the depositions of seven (7) current and former HV Global  
10 employees who signed declarations in support of Plaintiff's Motion for Class Certification. Prior to  
11 reaching this Settlement Agreement, the Parties had also contemplated many more depositions. And  
12 finally, each Party engaged an expert witness related to his or its respective Motion for Class  
13 Certification and Opposition thereto. Following the extensive discovery in which the Parties engaged,  
14 Plaintiff filed his Motion for Class Certification with this Court on August 18, 2023.

15 10. On October 12, 2023, the Parties participated in mediation before Deborah Crandall-  
16 Saxe, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions. At the time of  
17 the October 12, 2023 mediation, the Parties were unable to reach an agreement. On November 17,  
18 2023, Defendant filed its Opposition to Plaintiff's Motion for Class Certification. Following the filing  
19 of Defendant's Opposition to Plaintiff's Motion for Class Certification, and with the continued  
20 assistance of the Mediator, the Parties subsequently reached the Settlement that is memorialized herein.  
21 The settlement discussions were conducted at arm's-length, and the Settlement is the result of an  
22 informed and detailed analysis of Defendant's potential liability and total exposure in relation to the  
23 costs and risks associated with continued litigation. Based on the documents produced, Plaintiff's  
24 Motion for Class Certification, Defendant's Opposition to Plaintiff's Motion for Class Certification,  
25 as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that  
26 the settlement with Defendant for the consideration and on the terms set forth in this Settlement  
27 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA  
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Group Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and the various defenses asserted by Defendant.

11. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

### DEFINITIONS

12. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Action” shall mean and refer to the legal action pending in the United States District Court, Northern District of California, San Jose Division, Case No. 5:21-cv-09955-BLF, and shall include by reference any and all claims and allegations included within the Fourth Amended Complaint and the LWDA Notice.

b. “Agreement,” “Stipulation,” “Settlement,” or “Settlement Agreement” shall mean and refer to this Joint Stipulation of Class Action and PAGA Settlement and Release, including all exhibits attached thereto.

c. “Attorneys’ Fees and Costs” shall mean and refer to attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 17(e) below.

d. “CAFA” shall mean and refer to the federal Class Action Fairness Act, 28 U.S.C. § 1711 et seq.

e. “CAFA Notice” shall mean and refer to the notice of the proposed settlement in compliance with the requirements of CAFA, 28 U.S.C. § 1711 et seq.

f. “Class Counsel” shall mean and refer to Edwin Aiwarzian, Joanna Ghosh, and Selena Matavosian of Lawyers *for* Justice, P.C., counsel for Plaintiff, who will seek to be appointed counsel for the Class.

g. “Class Data and List” shall mean and refer to a complete list of all Class Members and PAGA Group Members that Defendant will diligently and in good faith compile from its records

1 and provide to the Settlement Administrator within twenty-one (21) calendar days after the date of  
2 Preliminary Approval. The Class Data and List will be password protected and formatted in a readable  
3 Microsoft Office Excel spreadsheet and will include each Class Members' and PAGA Group  
4 Members': (1) full name; (2) last known address; (3) last known telephone number (if available); (4)  
5 Social Security Number; (5) Qualifying Workweeks; and (6) Qualifying PAGA Pay Periods (if any).

6 h. "Class Member(s)" or "Class" shall mean and refer to all current and former non-  
7 exempt employees employed by Defendant in California at any time during the Class Period.

8 i. "Class Notice" shall mean and refer to the Notice of Proposed Class and  
9 Representative PAGA Action Settlement in a form substantially similar to the Class Notice attached  
10 hereto as "**Exhibit B.**"

11 j. "Class Period" shall mean and refer to the period from November 3, 2018 through  
12 the Effective Date.

13 k. "Class Settlement" means the settlement and resolution of the Settlement Class  
14 Members' Released Claims.

15 l. "Court" shall mean and refer to the United States District Court, Northern District  
16 of California, San Jose Division.

17 m. "Date of Finality" shall mean and refer to the date by which all the following  
18 have occurred: (1) Defendant has not voided the Settlement pursuant to Paragraph 43 of this  
19 Agreement; (2) Judgment is entered following a Final Approval Order signed by the Court; and (3) the  
20 Judgment becomes Final.

21 n. "Defendant" shall mean and refer to HV Global Management Corporation.

22 o. "Defendant's Counsel" shall mean and refer to Kenneth D. Sulzer, Barbara I.  
23 Antonucci, and Cameron Haynes of Constangy, Brooks, Smith and Prophete, LLP.

24 p. "Effective Date" shall mean and refer to the earlier of either: (1) the date of  
25 Preliminary Approval or (2) February 15, 2024.

26 q. "Enhancement Payment" shall mean and refer to the amount to be paid to  
27 Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members  
28 and PAGA Group Members and in exchange for a general release of claims, as set forth in Paragraph

1 40(c) below.

2 r. “Final” shall mean and refer to, with respect to a judgment or order, that the  
3 judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or  
4 intervene has been taken with respect to the judgment or order as of the date on which all times to  
5 appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or  
6 petition to intervene or other review proceeding of the judgment or order has been commenced, such  
7 appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to  
8 review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing  
9 *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally  
10 resolved in such manner that affirms the judgment or order in its entirety.

11 s. “Final Approval” shall mean and refer to the determination by the Court that the  
12 Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based  
13 thereon.

14 t. “Final Approval Hearing” shall mean and refer to the hearing at which the Court  
15 will consider and determine whether the Settlement should be granted Final Approval.

16 u. “Final Approval Order and Judgment” means the order and judgment the Court  
17 enters determining that the Settlement is granted final approval.

18 v. “Fourth Amended Complaint” shall mean and refer to Plaintiff’s Fourth  
19 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General  
20 Act, California Labor Code § 2698, et seq., filed on February 17, 2024 with this Court, which  
21 consolidated the claims, legal allegations, legal theories, factual allegations, and LWDA Notice, and  
22 that is as otherwise necessary to effectuate the release in this Settlement Agreement.

23 w. “Gross Settlement Amount” shall mean and refer to the amount of Nine Hundred  
24 Thousand Dollars (\$900,000) to be paid by Defendant in full resolution of all Released Claims and the  
25 Action, which includes all Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Net  
26 Settlement Amount to be paid to the Settlement Class Members, PAGA Group Civil Penalties Fund to  
27 be paid to the PAGA Group Settlement Members, Employees’ share of payroll taxes resulting from  
28 wages component of Individual Settlement Payments, and Settlement Administration Costs. The

1 Gross Settlement Amount is a common fund, non-reversionary amount.

2 x. "Individual Settlement Payment" shall mean and refer to the net payment of each  
3 Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of  
4 taxes and withholdings with respect to the wages portion of his or her Individual Settlement Share, as  
5 provided herein.

6 y. "Individual Settlement Share" shall mean and refer to the pro rata share of the  
7 Net Settlement Amount that a Class Member may be eligible to receive under the Settlement  
8 Agreement, to be calculated in accordance with this Agreement.

9 z. "Individual PAGA Payment" refers to the *pro rata* share of the PAGA Group  
10 Civil Penalties Fund that a PAGA Group Member is eligible to receive for the PAGA Settlement.

11 aa. "LWDA" shall mean and refer to the California Labor and Workforce  
12 Development Agency.

13 bb. "LWDA Notice" or "PAGA Letter" shall mean and refer to Plaintiff's PAGA  
14 letter that was submitted on February 17, 2024 to the LWDA.

15 cc. "LWDA Payment" shall mean and refer to the amount that the Parties have  
16 agreed to pay to the LWDA pursuant to the PAGA Allocation, as set forth herein.

17 dd. "Named Plaintiff" or "Plaintiff" shall mean and refer to plaintiff Nelson Ramirez.

18 ee. "Net Settlement Amount" shall mean and refer to the portion of the Gross  
19 Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross  
20 Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs,  
21 PAGA Allocation, and Attorneys' Fees and Costs.

22 ff. "Notice of Objection" shall mean and refer to a Class Member's valid and timely  
23 written objection to the Class Settlement, which must be in writing and include: (a) the case name and  
24 number of the Action; (b) the objector's full name, signature, address, and telephone number, (c) a  
25 written statement of all grounds for the objection accompanied by any legal support for such objection,  
26 and (d) copies of any papers, briefs, or other documents upon which the objection is based.

27 gg. "Original Complaint" shall refer to and mean Plaintiff's complaint filed in  
28 Monterey County Superior Court on November 3, 2021, Case No. 21CV003513.

1 hh. “PAGA” shall mean and refer to the California Private Attorneys General Act of  
2 2004, which is codified in California Labor Code §§ 2698, *et seq.*

3 ii. “PAGA Allocation” shall mean and refer to the amount of Seventy-Five  
4 Thousand Dollars (\$75,000) to be allocated to resolve the PAGA Group’s claims arising under PAGA  
5 in settlement of alleged but disputed PAGA civil penalties. Pursuant to PAGA, seventy-five percent  
6 (75%) of the PAGA Allocation, or Fifty-Six Thousand Two Hundred and Fifty Dollars (\$56,250) shall  
7 be paid to the LWDA (the “LWDA Payment”), with the remaining twenty-five percent (25%), or  
8 Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), to be paid to the PAGA Group  
9 (“PAGA Group Civil Penalties Fund”) that shall collectively be paid to the employees in the PAGA  
10 Group on a pro rata basis.

11 jj. “PAGA Group Civil Penalties Fund” shall mean and refer to the twenty-five  
12 percent (25%) portion, or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), of the  
13 PAGA Allocation that shall collectively be paid to the employees in the PAGA Group on a pro rata  
14 basis.

15 kk. “PAGA Group Member(s),” “PAGA Group,” and “Aggrieved Employees” shall  
16 mean and refer to all current and former non-exempt employees employed by Defendant in California  
17 at any time during the PAGA Period.

18 ll. “PAGA Period” shall mean and refer to the period from February 17, 2023  
19 through the Effective Date.

20 mm. “PAGA Settlement” means the settlement and resolution of the PAGA Group  
21 Members’ Released Claims.

22 nn. “Parties” shall mean and refer to Plaintiff and Defendant, collectively, and  
23 “Party” shall mean and refer to either Plaintiff or Defendant.

24 oo. “Preliminary Approval” shall mean and refer to the entry of the Court’s order  
25 granting preliminary approval of the Settlement Agreement.

26 pp. “Qualified Settlement Fund” or “QSF” shall mean and refer to a fund within the  
27 meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the  
28 Settlement Administrator for the benefit of Settlement Class Members.

1           qq. “Qualifying Workweeks” shall mean and refer to the number of weeks each Class  
2 Member was employed by Defendant as a non-exempt employee in California in which they worked  
3 at least one shift, at any time during the Class Period, excluding any weeks during which a Class  
4 Member was on a leave of absence or otherwise not working. Qualifying Workweeks will be rounded  
5 up to the next whole integer.

6           rr. “Qualifying PAGA Pay Periods” shall mean and refer to the number of pay  
7 periods each PAGA Group Member was employed by Defendant as a non-exempt employee in  
8 California in which they worked at least one shift, at any time during the PAGA Period, excluding any  
9 pay periods during which a PAGA Group Member was on a leave of absence or otherwise not working.  
10 Qualifying PAGA Pay Periods will be rounded up to the next whole integer.

11           ss. “Released Claims” shall mean and refer to Settlement Class Members’ Released  
12 Claims (as set forth in Paragraph 40(a)), PAGA Group Members’ Released Claims (as set forth in  
13 Paragraph 40(b)) and Named Plaintiff’s Released Claims (as set forth in Paragraph 40(c)).

14           tt. “Released Parties” shall mean and refer to Defendant and any of its past and  
15 present parents, owners, subsidiaries, affiliates, divisions, joint employers, Marriott Vacations  
16 Worldwide Corporation, and/or related entities, and their shareholders, officers, directors, employees,  
17 partners, shareholders, agents, attorneys, insurers and reinsurers, predecessors, successors, assigns,  
18 heirs, accountants, auditors, consultants, and/or legal representatives, and any individual or entity that  
19 could be jointly or severally liable for any of the Released Claims.

20           uu. “Request for Exclusion” shall mean and refer to a timely letter submitted by a  
21 Class Member indicating a request to be excluded from the Class Settlement. The Request for  
22 Exclusion must: (a) contain the case name and number of the Action, (b) be signed by the Class  
23 Member, (c) contain the full name, address, telephone number, and the last four digits of the Social  
24 Security Number of the Class Member requesting exclusion, (d) clearly state that the Class Member  
25 does not wish to be included in the Class Settlement, and (e) be returned by fax or mail to the Settlement  
26 Administrator at the specified address and/or facsimile number, postmarked or faxed on or before the  
27 Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the  
28 submission will be the exclusive means to determine whether a Request for Exclusion has been timely

1 submitted. A Class Member who does not request exclusion from the Settlement will be deemed a  
2 Settlement Class Member and will be bound by all terms of the Settlement Agreement, if the Settlement  
3 is granted Final Approval by the Court.

4 vv. “Response Deadline” shall mean and refer to the deadline by which Class  
5 Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Qualifying  
6 Workweeks or Qualifying PAGA Pay Periods credited to them, which shall be the date that is forty-  
7 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,  
8 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be  
9 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also  
10 be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no  
11 circumstances, however, will the Settlement Administrator have the authority to extend the Response  
12 Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for  
13 that Class Member shall be extended by fifteen (15) calendar days.

14 ww. “Settlement Administrator” shall mean and refer to ILYM Group, Inc., or any  
15 other third-party class action settlement administrator agreed to by the Parties and approved by the  
16 Court for purposes of administering this Settlement. The Settlement Administrator’s duties include  
17 but are not limited to: distributing and responding to inquiries about the Class Notice, determining the  
18 validity of Requests for Exclusion , calculating the Net Settlement Amount and Individual Settlement  
19 Payments, calculating the Individual PAGA Payments for PAGA Group Members, issuing the  
20 Individual Settlement Payment and Individual PAGA Payment checks and distributing them to  
21 Settlement Class Members and PAGA Group Members, establishing and maintaining the QSF, issuing  
22 the payment to Class Counsel for attorneys’ fees and costs, issuing payment of the Enhancement  
23 Payment check to Plaintiff, and calculating and transmitting the employment payroll taxes to the  
24 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms  
25 and conditions of this Agreement. Each of the Parties represent that they do not have any financial  
26 interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
27 Administrator that could create a conflict of interest.

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xx. “Settlement Administration Costs” shall mean and refer to the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in herein. All Settlement Administration Costs approved by the Court shall be paid to the Settlement Administrator from the Gross Settlement Amount.

yy. “Settlement Class” or “Settlement Class Members” shall mean and refer to all Class Members who do not submit a valid and timely Request for Exclusion, and who will receive a portion of the class action component of settlement proceeds under this Agreement.

zz. “Settlement Class Representative” shall mean and refer to Plaintiff Nelson Ramirez.

### TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

13. Complaint. The Parties stipulate and agree that for settlement purposes only, the Parties consent to the filing of the Fourth Amended Complaint that consolidates the claims, legal allegations, legal theories, and factual allegations, and as otherwise necessary to effectuate the Release in this Settlement Agreement. Named Plaintiff shall file the Fourth Amended Complaint with the Court before the filing of the Plaintiff’s Motion for Preliminary Approval of Settlement Agreement discussed herein and shall take any other necessary steps to effectuate the releases in this Settlement Agreement.

14. Stipulation of Class Certification for Settlement Purposes Only. The Parties conditionally stipulate to certification of the Class for purposes of settlement only. This is not an admission that certification is proper under Rule 23 of the Federal Rules of Civil Procedure or otherwise. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. Should the Settlement not become effective for whatever reason, the fact that the Parties were willing to stipulate to certification of a class for the purposes of this Agreement shall have no bearing on, nor be admissible in connection with, the issues of whether the claims asserted on behalf of the Class Members should be certified in a non-settlement context in the Action or in any other lawsuit. Defendant expressly reserves its right to oppose class and claim certification in this Action or any other action should this Settlement not become effective. If the Date

of Finality does not occur, or if the Final Approval Order and Judgment is not entered, any certification of the Class as to Defendant and any approval or award of PAGA penalties will be vacated, and Plaintiff, Defendant, the Class Members, and the PAGA Group Members will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In addition, in the event that the Date of Finality does not occur:

a. Any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement and/or awarding PAGA penalties in the Action shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity;

b. The fact of the Settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or the fact that the Court preliminarily approved the certification of the Class and/or approved an award of PAGA penalties, shall not be used or cited thereafter by any person or entity, in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class;

c. This Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

15. Defendant expressly reserves the right to challenge the propriety of class certification for any purpose.

16. Because the Parties are settling claims under California Labor Code section 2698 *et. seq.*, and stipulate to the certification of the class with respect to all causes of action alleged in the action for settlement purposes only, this Agreement requires approval by the Court in accordance with California Labor Code section 2699(l) and Federal Rule of Civil Procedure 23(e). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon its approval by the Court.

17. Settlement Payment Procedures.

a. Funding of the Gross Settlement Amount and Employer Payroll Taxes. Within fifteen (15) calendar days after the date of Final Approval, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement, including the amount of payroll taxes owed by Defendant. Within thirty (30)

1 calendar days after the Settlement Administrator advises Defendant of the employer payroll taxes  
2 owed, Defendant shall transfer the Gross Settlement Amount to the Settlement Administrator.  
3 Defendant shall separately and independently handle payment of employer payroll taxes related to the  
4 Settlement.

5 b. Payment of Settlement Amount. Within ten (10) calendar days of the funding of  
6 the Gross Settlement Amount by Defendant, the Settlement Administrator will issue payments due  
7 under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to  
8 Settlement Class Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA  
9 Payment to the LWDA; (d) Enhancement Payment to Plaintiff; and (e) Attorneys' Fees and Costs to  
10 Class Counsel.

11 c. Payment of Settlement Administration Costs. The Settlement Administrator will  
12 be paid for the reasonable costs of administration of the Settlement and distribution of payments under  
13 the Settlement, which is currently estimated at Ten Thousand Dollars (\$10,000). These costs, which  
14 will be paid from the Gross Settlement Amount, subject to Court approval, will include, inter alia,  
15 printing, translating, distributing, and tracking Class Notices and other documents for this Settlement,  
16 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms  
17 and all required tax reporting, filings, withholdings, and remittances (except for Defendant's share of  
18 employer payroll taxes related to the Settlement, which Defendant will handle and transmit separately  
19 and independently), providing necessary reports and declarations, and other duties and responsibilities  
20 set forth herein to process this Settlement, and as requested by the Parties. To the extent actual  
21 Settlement Administrations Costs are greater than the estimated amount stated herein, such excess  
22 amount will be deducted from the Gross Settlement Amount, subject to Court approval. Any portion  
23 of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact  
24 required to fulfill payment to the Settlement Administrator to undertake the required settlement  
25 administration duties will become part of the Net Settlement Amount. The Settlement Administrator  
26 will also issue a payment to itself for Court-approved services performed in connection with the  
27 Settlement, pursuant to this Agreement.

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1           d. Enhancement Payment to Plaintiff. In recognition of his efforts and work in  
2 prosecuting the Action, and in exchange for a general release, Defendant agrees not to oppose or  
3 impede any application or motion for an Enhancement Payment in an amount up to Fifteen Thousand  
4 Dollars (\$15,000) to Plaintiff. The Enhancement Payment, which will be paid from the Gross  
5 Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement  
6 Payment and/or Individual PAGA Payment that is to be paid pursuant to the Settlement. The  
7 Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and  
8 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax  
9 purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold  
10 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the  
11 Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount  
12 that is less than that set forth above, the difference between the lesser amount approved by the Court  
13 and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount  
14 for the benefit of Settlement Class Members.

15           e. Payment of Attorneys' Fees and Costs. Class Counsel will request attorneys'  
16 fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Three Hundred and  
17 Fifteen Thousand Dollars (\$315,000)) and reimbursement of actual costs and expenses associated with  
18 Class Counsel's litigation and settlement of the Action, in an amount estimated at One Hundred Ten  
19 Thousand Dollars (\$110,000), both of which will be paid from the Gross Settlement Amount, subject  
20 to Court approval. These amounts will cover any and all work performed and any and all costs incurred  
21 by Class Counsel in connection with this litigation, including without limitation all work performed  
22 and costs incurred to date, and all work to be performed and all costs to be incurred in connection with  
23 obtaining the Court's approval of this Settlement Agreement, including any objections raised and any  
24 appeals necessitated by those objections, and obtaining final dismissal of the Action. Class Counsel  
25 shall be solely and legally responsible for correctly characterizing this compensation for tax purposes  
26 and for paying any taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not  
27 awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement  
28 Class Members.

1           f. Labor and Workforce Development Agency Payment. Subject to Court approval,  
2 the Parties agree that the amount of Seventy-Five Thousand Dollars (\$75,000) from the Gross  
3 Settlement Amount will be allocated toward penalties under the Private Attorneys General Act,  
4 California Labor Code Section 2698, *et seq.* ("PAGA Penalties"), of which seventy-five percent (75%),  
5 or Fifty-Six Thousand Two Hundred and Fifty Dollars (\$56,250) shall be paid to the LWDA (the  
6 "LWDA Payment").

7           18. Individual Settlement Share Calculations. Individual Settlement Shares will be  
8 calculated and apportioned from the Net Settlement Amount based on Class Members' Qualifying  
9 Workweeks, as follows:

10           a. After Preliminary Approval, the Settlement Administrator will divide the Net  
11 Settlement Amount by the Qualifying Workweeks of all Class Members to yield the "Estimated  
12 Workweek Value," and multiply each Class Member's individual Qualifying Workweeks by the  
13 Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she  
14 may be eligible to receive under the Settlement.

15           b. After Final Approval of the Settlement, the Settlement Administrator will divide  
16 the final Net Settlement Amount by the Qualifying Workweeks of all Settlement Class Member to  
17 yield the "Final Workweek Value," and multiply each Settlement Class Member's individual  
18 Qualifying Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

19           19. Individual PAGA Payment Calculations. Individual PAGA Payments among the PAGA  
20 Group Members shall be calculated as follows:

21           a. After Preliminary Approval, the Settlement Administrator will divide the PAGA  
22 Group Civil Penalties Fund (\$18,750) by the total number of Qualifying PAGA Pay Periods worked  
23 by PAGA Group Members to yield the "Estimated PAGA Pay Periods Value," and multiply each  
24 PAGA Group Member's individual Qualifying PAGA Pay Periods by the Estimated PAGA Pay  
25 Periods Value to yield his or her estimated individual PAGA Allocation share and payment that he or  
26 she may be eligible to receive under the Settlement.

27           b. After Final Approval of the Settlement, the Settlement Administrator will divide  
28 the final PAGA Group Civil Penalties Fund (\$18,750) by the total number of Qualifying PAGA Pay

Periods worked by PAGA Group Members to yield the “Final PAGA Pay Period Value,” and multiply each PAGA Group Member’s individual Qualifying PAGA Pay Periods by the Final PAGA Pay Periods Value to yield his or her Individual PAGA Payment.

20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or any Settlement Class Member or PAGA Group Member to additional compensation or benefits or to any new compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period or PAGA Period, nor will it entitle any Settlement Class Member or PAGA Group Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or PAGA Period).

21. Delivery of the Class Data and List. No later than twenty-one (21) calendar days after the date of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

22. Notice by First-Class U.S. Mail.

a. Within ten (10) business days after receiving the Class Data and List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail the Court-approved Class Notice in English and Spanish (in the form attached as **Exhibit B** to this Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. The Class Notice will include a calculation of each Class Member’s approximate share of the Net Settlement Amount and each PAGA Group Member’s approximate share of the PAGA Group Civil Penalties Fund.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-

1 trace and re-mail the Class Notice within five (5) calendar days. If a Class Member's Class Notice is  
2 re-mailed, the Class Member shall have fifteen (15) calendar days from the date of re-mailing, or forty-  
3 five (45) calendar days from the date of initial mailing, whichever is later, in which to postmark  
4 disputes regarding Qualifying Workweeks and Qualifying PAGA Pay Periods, Notices of Objections,  
5 or Requests for Exclusion.

6 c. If the Class Notice is returned with a forwarding address, the Settlement  
7 Administrator shall re-mail the Class Notice to the forwarding address.

8 d. It is the intent of the Parties that reasonable means be used to locate Class  
9 Members and that the Settlement Administrator be given discretion to take reasonable steps in order  
10 to facilitate notice of the Settlement and delivery of the Individual Settlement Payments and Individual  
11 PAGA Payments to all Class Members and PAGA Group Members.

12 e. If the Class Notice is re-mailed, the Settlement Administrator will note for its  
13 own records and notify the Parties of the date of each such re-mailing as part of a weekly status report  
14 provided to the Parties.

15 f. In the event that a Class Member's or PAGA Group Member's Class Notice  
16 remains undeliverable forty-five (45) calendar days after the Class Notice was initially mailed, the  
17 Settlement Administrator will not mail the Class Member's Individual Settlement Payment or the  
18 PAGA Group Member's Individual PAGA Payment. The Settlement Administrator will hold the Class  
19 Member's Individual Settlement Payment and Individual PAGA Payment (if any) during the 180-day  
20 check cashing period on behalf of the Class Member or PAGA Group Member. If at the conclusion  
21 of the check cashing period the Class Member's or PAGA Group Member's Class Notice, Individual  
22 Settlement Payment, and/or Individual PAGA Payment (if any) remain undeliverable and/or unclaimed  
23 and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks  
24 in accordance with the procedures set forth herein.

25 g. No later than twenty (20) business days prior to the Final Approval Hearing, the  
26 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to  
27 completion of the notice process, including any attempts to obtain valid mailing addresses for and re-  
28 sending of the returned Class Notice, objections that the Settlement Administrator received, and the

identity of those individuals who submitted a valid request for exclusion from the Settlement.

23. CAFA Notice. Within ten (10) business days following the filing of the Plaintiff's Motion for Preliminary Approval, Plaintiff shall serve the CAFA Notice upon: (1) the Attorney General of the United States and (2) the "Appropriate State Official" (as that term is defined by 28 U.S.C. § 1715(a)(2) in each state in which Class Members reside, which for purposes of this Settlement Agreement shall be the Attorney General of each such state. The CAFA Notice shall provide notice of the proposed Settlement in compliance with the requirements of CAFA, 28 U.S.C. § 1711 et seq.

24. Final Approval No Earlier than Ninety (90) Days Following Service of CAFA Notice. In compliance with 28 U.S.C. § 1715(d), the Parties agree that a Final Approval Order of the Settlement will issue no earlier than ninety (90) days following service of the CAFA Notice on: (1) the Attorney General of the United States and (2) the "Appropriate State Official" in each state in which Class Members reside.

25. Dispute Regarding Qualifying Workweeks and/or Qualifying PAGA Pay Periods. Class Members and PAGA Group Members will have an opportunity to dispute the number of Qualifying Workweeks or Qualifying PAGA Pay Periods to which they have been credited, as reflected in their respective Class Notices. In order to dispute Qualifying Workweeks or Qualifying PAGA Pay Periods, Class Members and/or PAGA Group Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is signed by the Class Member or PAGA Group Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member or PAGA Group Member, (d) clearly states that the Class Member or PAGA Group Member disputes the number of Qualifying Workweeks or Qualifying PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Qualifying Workweeks or Qualifying PAGA Pay Periods that he or she contends should be credited to him or her are correct, and (f) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a dispute has been timely

submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Qualifying Workweeks or Qualifying PAGA Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of Qualifying Workweeks or Qualifying PAGA Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

26. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Group Members in accordance with this Settlement Agreement. Each Individual Settlement Payment and Individual PAGA Payment will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the California State Controller Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Group Member for whom the funds are designated. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment or Individual PAGA Payment. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employer's and employees' share of taxes, contributions, and/or withholding associated with cancelled Individual Settlement Payments, the employees' amounts shall also be transmitted to the State Controller Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Group Member for whom the funds are designated, while the employer's amount (which was funded by Defendant, separate and apart from the Gross Settlement Amount) will be returned to Defendant. Settlement Class Members and PAGA Group Members whose Individual Settlement Payment and/or Individual PAGA Payment are cancelled shall, nevertheless, be bound by this Settlement Agreement.

1           27. Procedure for Requesting Exclusion from the Class Settlement.

2           a. Any Settlement Class Member wishing to be excluded from the Class Settlement  
3 must submit a written Request for Exclusion to the Settlement Administrator, by mail or fax, no later  
4 than the Response Deadline. The date of fax or the postmark on the return mailing envelope will be  
5 the exclusive means to determine whether a Request for Exclusion has been timely submitted. The  
6 Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests  
7 for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely  
8 and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the  
9 Final Approval Hearing. Any Class Member who timely and validly submits a Request for Exclusion:  
10 (1) is prohibited from making any objection to the Settlement Agreement, (2) will not be entitled to  
11 their portion of the Individual Settlement Payment which would have been paid to him or her, and (3)  
12 will not be bound by the terms and conditions of this Agreement. No Class Member may submit a  
13 Request for Exclusion from the PAGA Group.

14           b. Any Class Member who fails to timely and/or validly submit a Request for  
15 Exclusion shall automatically be deemed a Settlement Class Member whose rights and claims with  
16 respect to the issues raised in the Action are determined by the Court's Final Approval Order and  
17 Judgment, and by the other rulings in the Action. Thus, said Settlement Class Member's rights to  
18 pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

19           28. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class  
20 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and  
21 valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including  
22 and not limited to those pertaining to the Released Claims, as well as any judgment that may be entered  
23 by the Court if it grants Final Approval of the Settlement.

24           29. Settlement Terms Bind All PAGA Group Members Regardless of Exclusion from the  
25 Class Settlement. Notwithstanding any Class Member's Request for Exclusion from the Class  
26 Settlement, all PAGA Group Members shall be bound by the terms of this Agreement as they relate to  
27 PAGA, including but not limited to the PAGA Allocation and the PAGA Group Members' Released  
28 Claims.

1           30. Procedures for Objecting to the Settlement.

2           a. To object to the Class Settlement, a Class Member must submit a timely and  
3 complete Notice of Objection to the Settlement Administrator, by fax or mail, on or before the  
4 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all  
5 information required by this Settlement Agreement. The postmark or fax-stamp date will be deemed  
6 the exclusive means for determining whether a Notice of Objection is timely. Class Members who fail  
7 to object in the specific and technical manner specified in this Settlement Agreement, or as otherwise  
8 ordered by the Court, will be deemed to have waived all objections. At no time will any of the Parties  
9 or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement  
10 Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent  
11 any Class Members with respect to any such objections to this Settlement. The Court retains the final  
12 authority with respect to the consideration and admissibility of any Class Member objections.

13           b. The Settlement Administrator shall send any objections it receives to counsel for  
14 the Parties within three (3) business days of receipt.

15           31. Encouragement of Class Members. The Parties shall not, directly, or indirectly through  
16 any person, encourage or solicit any Class Member to exclude him or herself from this Settlement,  
17 object to it, or dispute his or her Qualifying Workweeks or Qualifying PAGA Pay Periods.

18           32. Reports by the Settlement Administrator Regarding Settlement Administration. The  
19 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which  
20 certifies: (a) the number of Class Members who have submitted a dispute of Qualifying Workweeks;  
21 (b) the number of PAGA Group Members who have submitted a dispute of Qualifying PAGA Pay  
22 Periods; (c) the number of Class Members who have submitted timely and valid Requests for Exclusion  
23 or timely and complete Notices of Objection; and (d) the number of undeliverable and re-mailed Class  
24 Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any  
25 updated reports regarding the administration of the Settlement Agreement as needed or requested, and  
26 immediately notify the Parties when it receives a request from an individual or any other entity  
27 regarding inclusion in the Class and/or Settlement.

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33. Payroll Taxes. Separately and in addition to the Gross Settlement Amount, Defendant shall be solely responsible for the timely payment of the employer's portion of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares ("Employer Taxes"). Except for its obligations for payment of the employer's share of payroll taxes, upon the transfer of funds to the Settlement Administrator, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement Agreement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

34. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

35. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: thirty percent (30%) as wages and seventy percent (70%) as penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings).

36. Treatment of Individual PAGA Allocation Payments. Each Individual PAGA Payment will be allocated entirely as penalties, interest, and non-wage damages, and will thus be reported on an IRS Form-1099 by the Settlement Administrator.

37. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Group Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also be responsible for forwarding all employee payroll tax deductions, contributions, and withholdings to the appropriate government authorities.

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38. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel make no representations or warranties as to the tax consequences, treatment, or legal effect of any payments made under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement Class Members understand and agree that, except for Defendant's payment of the Employer Taxes, Plaintiff and Settlement Class Members will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

39. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

40. Releases: Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff (including on behalf of the LWDA and the Aggrieved Employees), all Class Members, and all PAGA Group Members shall and hereby do release and discharge all Released Parties, finally, forever and with prejudice, from any and all claims as follows:

a. **Settlement Class Released Claims.** The Settlement Class Members shall release the Released Parties from any and all claims that are alleged in the Fourth Amended Complaint, or that could have been alleged in the Fourth Amended Complaint, based upon or arising out of, or which are derivative to the facts and/or claims alleged in the Fourth Amended Complaint during the Class Period. This includes claims for violations of the California Labor Code or any applicable California Wage Order for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay); failure to pay compensation at the regular rate of pay; failure to pay for all hours worked, including any and all work performed off-the-clock or under the control of Defendant; failure to pay overtime in violation of California Labor Code §§ 510, 551, 552 and 1198; failure to provide meal periods and meal period

premiums in violation of California Labor Code §§ 226.7 and 512(a); failure to provide rest period and rest period premiums in violation of California Labor Code § 226.7; failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; failure to pay timely wages during employment pursuant to Labor Code § 204; failure to pay final wages in violation of California Labor Code §§ 201, 202, and 203; failure to reimburse business expenses in violation of California Labor Code §§ 2800 and 2802; failure to provide complete and compliant wage statements in violation of California Labor Code § 226; failure to keep complete and accurate records in violation of California Labor Code § 1174(d); improper recordkeeping; unfair business practices; including related premiums; statutory penalties; waiting time penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

b. **PAGA Group Released Claims.** Plaintiff fully releases the claims and rights to recover civil penalties against the Released Parties on behalf of the LWDA and Aggrieved Employees, to recover civil penalties under PAGA, costs, expenses, attorneys' fees, or interest against the Released Parties on behalf of Aggrieved Employees and LWDA for any Labor Code or Wage Order violation that are alleged in the Fourth Amended Complaint, or that could have been alleged in the Fourth Amended Complaint, based upon or arising out of or which are derivative to the facts and/or claims alleged in the Fourth Amended Complaint and/or the LWDA Notice, during the PAGA Period. This includes, but is not limited to PAGA claims for violations of the California Labor Code and the California Wage Orders for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay); failure to pay compensation at the regular rate of pay; failure to pay all hours worked, including any and all work performed off-the-clock or under the control of Defendant; failure to pay overtime in violation of California Labor Code §§ 510, 551, 552 and 1198; failure to provide meal periods and meal period premiums in violation of California Labor Code §§ 226.7 and 512(a); failure to provide rest period and rest period premiums in violation of California Labor Code § 226.7; failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; failure to pay final wages in violation of California Labor Code §§ 201, 202, and 203; failure to timely pay wages during employment in violation

of California Labor Code § 204; failure to reimburse business expenses in violation of California Labor Code §§ 2800 and 2802; failure to provide complete and compliant wage statements in violation of California Labor Code § 226; and failure to keep complete and accurate records in violation of California Labor Code § 1174(d). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

c. **General Release of Claims by Named Plaintiff.** In addition, upon the date that Defendant pays the Gross Settlement Amount, Named Plaintiff will be deemed to have fully released and discharged the Released Parties of and from all claims arising from his employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the execution of this Agreement by the Parties. With respect to those claims released by Plaintiff in his individual capacity, Named Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Named Plaintiff understands and agrees that claims or facts in addition to or different from those which

are now known or believed by him to exist may hereafter be discovered. It is Named Plaintiff's intention to settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected, or unsuspected. The Enhancement Payment shall be paid to Named Plaintiff specifically in exchange for the general release of the Released Parties from all claims, including those specified in this Paragraph and a covenant not to sue the Released Parties. Notwithstanding the above, the general release by Named Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

41. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Class Counsel shall promptly obtain a hearing date for the Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and shall submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the Plaintiff's Motion for Preliminary Approval at least five (5) business days before the filing deadline. Defendant agrees not to oppose the Plaintiff's Motion for Preliminary Approval of the Settlement consistent with this Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order") seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually agreed upon and proposed Class Notice and directing its mailing to the Class by first class mail;
- f. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Class Action Settlement; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members.

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42. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (e) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final Approval Motion at least five (5) business days before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually agreed upon proposed Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Setting a date when the Settlement Administrator shall report to the Court the completion of the distribution process and the total amount that was actually paid to the Settlement Class Members;
- f. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court;
- g. Directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Settlement Class Members' Released Claims, Named Plaintiff's Released Claims and the PAGA Released Claims of the LWDA.
- h. Directing that a Final Judgment be entered; and
- i. Retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

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1           43. Termination or Revocation of Settlement.

2           a. If five percent (5%) or more of the Class Members request exclusion from the  
3 Settlement, Defendant may, at its election and in its sole discretion, rescind and nullify the Settlement  
4 Agreement. Defendant must exercise this right of rescission in a writing that is provided to Class  
5 Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of  
6 the total number of Requests for Exclusion received by the Response Deadline.

7           b. If Defendant exercises its right to rescind and or nullify the Settlement  
8 Agreement pursuant to Subsection (a) of this Paragraph, Defendant shall pay the Settlement  
9 Administrator costs incurred by the Settlement Administrator as of the date of Defendant's rescission  
10 and/or nullification.

11           c. If there is a material change in the scope of the Released Claims, Released Period,  
12 or Released Parties under the Settlement Agreement, Defendant may, at its election, rescind the  
13 Settlement Agreement and all actions taken in furtherance of it will thereby be null and void, however  
14 this option to rescind the Settlement Agreement may only be exercised within ten (10) business days  
15 of a change in the scope of the Released Claims, Released Period, or Released Parties under the  
16 Settlement.

17           d. If the Court finds the Gross Settlement Amount to be insufficient to warrant  
18 Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election, rescind the  
19 Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

20           44. Effects of Termination of the Settlement. Termination of the Settlement Agreement  
21 (pursuant to Paragraph 43) shall have the following effects:

22           a. The Settlement Agreement shall be void and shall have no force or effect, and no  
23 Party shall be bound by any of its terms;

24           b. In the event the Settlement Agreement is terminated, Defendant shall have no  
25 obligation to make any payments to any Party, Class Member or attorney, except that the terminating  
26 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
27 Administrator is notified that the Settlement has been terminated;

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c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

45. Nullification. The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, (b) the Court should for any reason fail to approve this Settlement, (c) the Court should for any reason fail to enter the Final Approval Order and Judgment, or (d) the Final Approval Order and Judgment is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in the Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

46. Reduced Enhancement Payment and/or Attorneys' Fees and Costs Awards Not a Basis for Voiding Settlement. If the Court approves the Enhancement Payment and/or Attorneys' Fees and

Cost award in amounts less than what Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Enhancement Payment and/or Attorneys' Fees and Cost award will not be a basis for nullification of this Settlement. Nor will a reduction in the Enhancement Payment and/or Attorneys' Fees and Cost award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Enhancement Payment and/or Attorneys' Fees and Cost award shall be included in the Net Settlement Amount.

47. Non-Evidentiary Use. Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

48. Escalator Clause. Defendant represents that, for the period of November 3, 2018 to October 12, 2023 (the date of Mediation) the total Qualifying Workweeks for the Class were 28,000. If it is determined that the Qualifying Workweeks for the Class Period actually exceeds 29,400 Workweeks, then Defendant may elect to either:

- a. End the Class Period on the date on which the number of Workweeks reached 29,400, or
- b. Increase the Gross Settlement Amount in proportion to the increased Workweeks exceeding 29,400 as a percentage of 28,000 Qualifying Workweeks. For example, if the actual Qualifying Workweeks amount to 29,960, the Gross Settlement Amount will increase by 2% (i.e., 29,960 minus 29,400 equals 560 divided by 28,000 is 2%).

49. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement of

1 the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters  
2 as may be appropriate under court rules or as set forth in this Agreement.

3 50. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include  
4 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully  
5 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

6 51. Limitation on Publicity. Named Plaintiff and Class Counsel will not make any public  
7 disclosure of the Settlement or discuss the Settlement or this Settlement Agreement with anyone other  
8 than those necessary to effectuate the filing of the Plaintiff's Motion for Preliminary Approval, until  
9 after the Plaintiff's Motion for Preliminary Approval is filed. Class Counsel will take all steps  
10 necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against  
11 any public disclosure of the Settlement until after the Plaintiff's Motion for Preliminary Approval is  
12 filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will  
13 not have any communications with any media other than to direct any media inquiries to the public  
14 records of the Action on file with the Court and will not publicize the Settlement, including on social  
15 media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage  
16 him to adhere to, the restriction against any media comment on the Settlement and its terms. Class  
17 Counsel further agrees not to use the Settlement of the Action or any of its terms for any marketing or  
18 promotional purposes. Nothing herein will restrict Class Counsel from including publicly available  
19 information regarding this Settlement in future judicial submissions regarding Class Counsel's  
20 qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all  
21 disclosures required to be made to the LWDA in conformity with PAGA. Neither Plaintiff nor Class  
22 Counsel shall engage in any disparagement of any type related to this Settlement or the Released  
23 Parties. Plaintiff and Class Counsel agree not to respond to any press inquiries except to refer reporters  
24 to the papers filed with the Court.

25 52. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
26 the Action, except such proceedings necessary to implement and complete the Settlement Agreement,  
27 pending the Final Approval hearing to be conducted by the Court.

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53. Stay Pending Timely Appeal from Final Order. In the event of a timely appeal from the Final Approval Order and Judgment, the Final Approval Order and Judgment shall be stayed, and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

54. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

55. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

56. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice of Class Action and Settlement will advise all Class Members of the binding nature of the release as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

57. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

58. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

59. Execution and Counterparts. This Settlement Agreement is subject only to the execution by all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All

1 executed counterparts and each of them, including facsimile and scanned copies of the signature page,  
2 will be deemed to be one and the same instrument.

3 60. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
4 Settlement Agreement is a fair, reasonable, and adequate settlement of the Action and have arrived at  
5 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
6 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
7 represented by competent counsel and that they have had an opportunity to consult with their counsel  
8 regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may execute a  
9 declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in  
10 its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is  
11 objectively fair and reasonable.

12 61. Invalidity of Any Provision. Before declaring any provision of this Settlement  
13 Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to  
14 the fullest extent possible consistent with applicable law.

15 62. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement  
16 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and hereby  
17 waives any right to be excluded from the Settlement.

18 63. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve  
19 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
20 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has  
21 violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant  
22 to any statute or any other applicable laws, regulations, or legal requirements; breached any contract;  
23 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other  
24 unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its  
25 terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission  
26 or concession by Defendant of any such violations or failures to comply with any applicable law.  
27 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its  
28 terms and provisions shall not be offered or received as evidence in any action or proceeding to

1 establish any liability or admission on the part of Defendant or to establish the existence of any  
 2 condition constituting a violation of, or non-compliance with state, federal, local, or other applicable  
 3 law.

4 64. Captions. The captions, paragraph numbers, and section numbers in this Agreement are  
 5 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or  
 6 intent of the provisions of this Agreement.

7 65. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
 8 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
 9 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one  
 10 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
 11 all Parties have contributed equally to the preparation of this Agreement.

12 66. Representation by Counsel. The Parties acknowledge that they have been represented  
 13 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
 14 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,  
 15 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

16 67. All Terms Subject to Final Court Approval. All amounts and procedures described in  
 17 this Settlement Agreement herein will be subject to final Court approval.

18 68. Notices. All notices, demands, and other communications to be provided concerning  
 19 this Settlement Agreement shall be in writing and delivered by receipted delivery and e-mail at the  
 20 addresses set for below, or such other addresses as either Party may designate in writing from time to  
 21 time:

22 To Plaintiff and Class Counsel:

23 Edwin Aiwasian, Esq.  
 24 Joanna Ghosh, Esq.  
 25 Selena Matavosian, Esq.  
 26 **LAWYERS for JUSTICE, PC**  
 27 edwin@calljustice.com  
 28 joanna@calljustice.com  
 selena@calljustice.com  
 410 West Arden Avenue, Suite 203  
 Glendale, California 91203

To Defendant:

Kenneth D. Sulzer, Esq.  
 Barbara I. Antonucci, Esq.  
 Cameron Haynes, Esq.  
**Constangy, Brooks, Smith, & Prophete,**  
**LLP**  
 ksulzer@constangy.com  
 bantonucci@constangy.com  
 chaynes@constangy.com  
 2029 Century Park East, Suite 1100  
 Los Angeles, CA 90067

69. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

70. Privacy of Documents and Information. Plaintiff and Class Counsel agree that they will destroy all confidential documents and information provided to them by Defendant within thirty calendar (30) days of the Date of Finality, except for documents that must be saved for malpractice purposes or ethical rules governing attorney conduct in California and the United States. Plaintiff and Class Counsel further agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of the Action or the defense or prosecution of a malpractice action or defense of any state bar complaint.

71. Confidentiality of PAGA Group Member Data. The Parties agree that any and all data regarding PAGA Group Members that is provided to the Settlement Administrator will not be provided to Class Counsel whatsoever. Further, as part of this Agreement, Settlement Administrator agrees to maintain strict confidentiality of all data and information related to the PAGA Group, to the fullest extent allowed by law.

72. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

73. No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement. No person shall have any claim against Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

74. Entire Agreement. This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made

to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. The Parties each acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF:**  Electronically Signed 2024-04-08 18:11:24 UTC - 166.198.34.103  
Veritex AssureSign® b93c2727-c09f-4377-b14c-d128c3ad Date: 04/08/2024  
 Nelson Ramirez

**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_  
 On behalf of HV Global Management Corporation  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**APPROVED AS TO FORM BY CLASS COUNSEL:**

By:  \_\_\_\_\_ Date: April 8, 2024  
 Edwin Aiwazian  
 Joanna Ghosh  
 Selena Matavosian  
 Lawyers for Justice, P.C.

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

By:  \_\_\_\_\_ Date: May 1, 2024  
 Kenneth D. Sulzer  
 Barbara I. Antonucci  
 Cameron Haynes  
 Attorneys for Defendant  
 HV GLOBAL MANAGEMENT CORPORATION

to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. The Parties each acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Nelson Ramirez

**DEFENDANT:** \_\_\_\_\_ Date: 3/20/24  
On behalf of HV Global Management Corporation  
Name: Stephanie Beck Butera  
Title: President

**APPROVED AS TO FORM BY CLASS COUNSEL:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edwin Aiwasian  
Joanna Ghosh  
Selena Matavosian  
Lawyers for Justice, P.C.

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kenneth D. Sulzer  
Barbara I. Antonucci  
Cameron Haynes  
Attorneys for Defendant  
HV GLOBAL MANAGEMENT CORPORATION

# **EXHIBIT B**

[MAILING DATE], 2024  
[Full Name]  
[Address]  
[City] [State] [Zip]

Claims Admin Contact Information  
Claims Administration ID [INSERT]

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE PAGA ACTION  
SETTLEMENT**

*Nelson Ramirez v. HV Global Management Corporation*  
United States District Court, Northern District of California, Case Number 5:21-cv-09955-BLF

**PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because HV Global Management Corporation's records indicate that you are a current or former non-exempt employee of HV Global Management Corporation in California between November 3, 2018 and February 15, 2024.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected. This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Nelson Ramirez ("Plaintiff") and Defendant HV Global Management Corporation ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Nelson Ramirez v. HV Global Management Corporation*, United States District Court, Northern District of California, Case Number 5:21-cv-09955-BLF ("Action"), which may affect your legal rights. On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the settlement and scheduled a hearing on [FINAL APPROVAL HEARING DATE] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.<sup>1</sup>

**I. IMPORTANT DEFINITIONS**

- "Class" or "Class Member(s)" means all current and former non-exempt employees employed by Defendant in California at any time during the Class Period.
- "Class Period" means the period from November 3, 2018 through February 15, 2024.
- "Class Settlement" means the settlement and resolution of the Settlement Class Members' Released Claims.
- "PAGA" means the California Private Attorneys General Act of 2004.
- "PAGA Group," "PAGA Group Member" or "Aggrieved Employees" means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.
- "PAGA Group Civil Penalties Fund" means the twenty-five percent (25%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), of the \$75,000 PAGA Allocation that shall collectively be paid to the employees in the PAGA Group on a pro rata basis.
- "PAGA Period" means the period from February 17, 2023 through February 15, 2024.
- "PAGA Settlement" means the settlement and resolution of the PAGA Group Members' Released Claims.

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<sup>1</sup> The date and/or time of the Final Approval Hearing may change without further notice to the class. To check whether the date and/or time changed, please visit the Court's website: <https://ecf.cand.uscourts.gov>

## **II. BACKGROUND OF THE ACTION**

On November 3, 2021, Plaintiff commenced the Action by filing the Class Action Complaint for Damages in the Monterey County Superior Court, Case No. 21CV003513. On February 17, 2024, Plaintiff filed the Fourth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. in the United States District Court, Northern District of California. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and during employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby seeks penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with federal, state, and local laws. The Parties participated in a mediation session with a respected class action mediator, and as a result, the Parties subsequently reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On [DATE OF PRELIMINARY APPROVAL], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Nelson Ramirez as representative of the Class and PAGA Group ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel").

Edwin Aiwazian, Joanna Ghosh, Selena Matavosian  
Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203, Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Qualifying Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Group Members. The Court has made no ruling on the merits of the Class Members' or PAGA Group Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

## **III. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. Settlement Formula**

The gross settlement amount is Nine Hundred Thousand Dollars (\$900,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members

who do not timely and validly request exclusion from the Settlement is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$315,000) and reimbursement of litigation costs and expenses in an amount estimated at One Hundred Ten Thousand Dollars (\$110,000) to Class Counsel; (2) an Enhancement Payment in an amount estimated at Fifteen Thousand Dollars (\$15,000) to Plaintiff Nelson Ramirez for his services in the Action; (3) the PAGA Allocation of \$75,000 to resolve all PAGA claims against Defendant; and (4) Settlement Administration Costs in an amount estimated at Ten Thousand Dollars (\$10,000) to the Settlement Administrator. Note: a total of Seventy-Five Thousand (\$75,000) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the Labor Workforce Development Agency (“LWDA”) will be paid 75% (i.e., Fifty-Six Thousand Two Hundred and Fifty Dollars (\$56,250)) (“LWDA Payment”) and the remaining 25% (i.e., Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750)) will be distributed to PAGA Group Members (“PAGA Group Civil Penalties Fund”).

Class Members are eligible to receive payment under the Settlement of their pro rata share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of Qualifying Workweeks they were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period. PAGA Group Members are eligible to receive payment under the Settlement of their pro rata share of the PAGA Group Civil Penalties Fund (“Individual PAGA Payment”) based on the number of Qualifying PAGA Pay Periods they were employed by Defendant as a non-exempt employee in California during the PAGA Period.

The Settlement Administrator has divided the Net Settlement Amount by the Qualifying Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Qualifying Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III(C) below) as part of the Settlement Class. Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

The Settlement Administrator has also divided the PAGA Group Civil Penalties Fund by the total number of Qualifying PAGA Pay Periods of all PAGA Group Members to yield the “Estimated Pay Period Value,” and multiplied each PAGA Group Member’s individual Qualifying PAGA Pay Periods by the Estimated Qualifying PAGA Pay Periods Value to yield his or her estimated individual PAGA Allocation share that he or she may be eligible to receive under the Settlement (which is listed in Section III(C) below), as part of the PAGA Group. Regardless of whether PAGA Group Members submit a valid and timely Request for Exclusion, all PAGA Group Members will be issued payment of their final Individual PAGA Payment.

Each Individual Settlement Share will be allocated thirty percent (30%) as wages which will be reported on an IRS Form W-2 and seventy percent (70%) as penalties, interest, and other non-wage damages which will be reported on an IRS Form 1099. Each Individual PAGA Payment will be allocated one hundred percent (100%) as penalties, interest, and other non-wage damages which will be reported on an IRS Form 1099. Defendant’s share of payroll taxes and contributions with respect to the wages portion of the Individual Settlement Shares will be paid by Defendant, separately and in addition to the Gross Settlement Amount. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of his or her Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Group Members at the address that is on

file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.

**B. Your Qualifying Workweeks & Qualifying PAGA Pay Periods Based on Defendant's Records**

According to Defendant's records:

**From November 3, 2018 through February 15, 2024, you were employed by Defendant as a non-exempt employee in California for [INSERT QUALIFYING WORKWEEKS].**

**From February 17, 2023 through February 15, 2024, you were employed by Defendant as a non-exempt employee in California for [INSERT QUALIFYING PAGA PAY PERIODS].**

If you wish to dispute the Qualifying Workweeks or Qualifying PAGA Pay Periods credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Nelson Ramirez v. HV Global Management Corporation*, Case Number 5:21-cv-09955-BLF); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods that you contend should be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV(B) below, postmarked or fax-stamped no later than [RESPONSE DEADLINE].

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [INSERT] and your Individual PAGA Payment is estimated to be \$ [INSERT]. The Individual Settlement Share is subject to reduction for employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share. Your Individual Settlement Payment and Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take six months or more. Your Individual Settlement Share and Payment and Individual PAGA Payment reflected above is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

**D. Release of Claims**

If the Court grants final approval of the Settlement and enters judgment, as of the Date of Finality, the Class Representatives and each Class Member who has not submitted a valid and timely Request for Exclusion from the Settlement (i.e., Settlement Class Members) each fully release and discharge HV Global

Management Corporation, and any of its past and present parents, owners, subsidiaries, affiliates, divisions, joint employers, Marriott Vacations Worldwide Corporation, and/or related entities, and their shareholders, officers, directors, employees, partners, shareholders, agents, attorneys, insurers and reinsurers, predecessors, successors, assigns, heirs, accountants, auditors, consultants, and/or legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims (“Released Parties”).

Settlement Class Members shall release the Released Parties from any and all claims that are alleged in the Fourth Amended Complaint, or that could have been alleged in the Fourth Amended Complaint, based upon or arising out of, or which are derivative to the facts and/or claims alleged in the Fourth Amended Complaint during the Class Period. This includes claims for violations of the California Labor Code or any applicable California Wage Order for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay); failure to pay compensation at the regular rate of pay; failure to pay for all hours worked, including any and all work performed off-the-clock or under the control of Defendant; failure to pay overtime in violation of California Labor Code §§ 510, 551, 552 and 1198; failure to provide meal periods and meal period premiums in violation of California Labor Code §§ 226.7 and 512(a); failure to provide rest period and rest period premiums in violation of California Labor Code § 226.7; failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; failure to pay timely wages during employment pursuant to Labor Code § 204; failure to pay final wages in violation of California Labor Code §§ 201, 202, and 203; failure to reimburse business expenses in violation of California Labor Code §§ 2800 and 2802; failure to provide complete and compliant wage statements in violation of California Labor Code § 226; failure to keep complete and accurate records in violation of California Labor Code § 1174(d); improper recordkeeping; unfair business practices; including related premiums; statutory penalties; waiting time penalties; liquidated damages; interest; punitive damages; costs; attorneys’ fees; injunctive relief; declaratory relief; or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy (“Settlement Class Released Claims”).

Regardless of whether any PAGA Group Members request exclusion from the Settlement Class, Plaintiff fully releases the claims and rights to recover civil penalties against the Released Parties on behalf of the LWDA and Aggrieved Employees, to recover civil penalties under PAGA, costs, expenses, attorneys’ fees, or interest against the Released Parties on behalf of Aggrieved Employees and LWDA for any Labor Code or Wage Order violation that are alleged in the Fourth Amended Complaint, or that could have been alleged in the Fourth Amended Complaint, based upon or arising out of or which are derivative to the facts and/or claims alleged in the Fourth Amended Complaint and/or the LWDA Notice, during the PAGA Period. This includes, but is not limited to PAGA claims for violations of the California Labor Code and the California Wage Orders for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay); failure to pay compensation at the regular rate of pay; failure to pay all hours worked, including any and all work performed off-the-clock or under the control of Defendant; failure to pay overtime in violation of California Labor Code §§ 510, 551, 552 and 1198; failure to provide meal periods and meal period premiums in violation of California Labor Code §§ 226.7 and 512(a); failure to provide rest period and rest period premiums in violation of California Labor Code § 226.7; failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; failure to pay final wages in violation of California Labor Code §§ 201, 202, and 203; failure to timely pay wages during employment in violation of California Labor Code § 204; failure to reimburse business expenses in violation of California Labor Code §§ 2800 and 2802; failure to provide complete and compliant wage statements in violation of California Labor Code § 226; and failure to keep complete and accurate records in violation of California Labor Code § 1174(d). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a

result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law (“PAGA Group Released Claims”).

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$315,000) and reimbursement of litigation costs and expenses in an amount of up to One Hundred Ten Thousand Dollars (\$110,000) (collectively, “Attorneys’ Fees and Costs”), subject to Court approval. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff Ramirez will seek the amount of Fifteen Thousand Dollars (\$15,000) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and/or Individual PAGA Payment that he is entitled to under the Settlement.

**G. PAGA Allocation**

Seventy-Five Thousand Dollars (\$75,000) of the Gross Settlement Amount is allocated for penalties pursuant to PAGA (“PAGA Allocation”). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(l), seventy-five percent (75%) of the PAGA Payment (i.e., \$56,250) will be paid to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$18,750) will be distributed to the PAGA Group Members.

**H. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated at Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objections, and disputes of Qualifying Workweeks and/or Qualifying PAGA Pay Periods, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax form under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Settlement and be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III(D) above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation

costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator. A Request for Exclusion must: (a) contain the case name and number of the Action (*Nelson Ramirez v. HV Global Management Corporation*, Case Number 5:21-cv-09955-BLF); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped no later than [RESPONSE DEADLINE]), at the following mailing address or fax number:

ILYM Group, Inc.  
[MAILING ADDRESS]  
[FAX NUMBER]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of claims described in Section III(D) above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III(D) above, as well as any judgment that may be entered by the Court based thereon. PAGA Group Members may not opt out of, or otherwise exclude himself or herself from the PAGA Settlement or release of PAGA claims.

**C. Object to the Settlement**

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator. A Notice of Objection must: (a) contain the case name and number of the Action (*Nelson Ramirez v. HV Global Management Corporation*, Case Number 5:21-cv-09955-BLF); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed or faxed to the Settlement Administrator at the address listed in Section IV(B) above, postmarked or fax-stamped no later than [RESPONSE DEADLINE].

**V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Courtroom 3, 5th Floor of the United States District Court, Northern District of California, San Jose Division, located at 280 South 1st Street, San Jose, CA 95113, on [DATE], at [TIME], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, the Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

**VI. ADDITIONAL INFORMATION**

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement by: (1) contacting Class Counsel at (818) 265-1020, (2) by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at

<https://ecf.cand.uscourts.gov>, or (3) by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, located at 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# EXHIBIT 2



February 16, 2024

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

**Re: HV GLOBAL MANAGEMENT CORPORATION**

Dear Representative:

We have been retained to represent Nelson Ramirez against HV Global Management Corporation (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "HV Global") for violations of California wage-and-hour laws.

Mr. Ramirez intends to seek penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Ramirez commenced the state action entitled *Ramirez v. HV Global Management Corporation*, Monterey County Superior Court Case, Case No. 21CV003513, which was removed to the United States District Court, Northern District of California, and assigned Case No. 5:21-cv-09955-BLF ("Lawsuit"). The Lawsuit alleges that HV Global violated multiple provisions of the California Labor Code and applicable IWC Wage Order(s). Attached hereto as "**Attachment A**" is the original Class Action Complaint for Damages that was filed on November 3, 2021. Attached hereto as "**Attachment B**" is the contemplated Fourth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. ("Fourth Amended Complaint") which Mr. Ramirez contemplates filing in the Lawsuit. The facts, theories, and allegations set forth in the contemplated Fourth Amended Complaint are incorporated by reference within this letter.

For all of the reasons set forth in the Fourth Amended Complaint and asserted in the Lawsuit and also those espoused herein, Mr. Ramirez seeks remedies under PAGA on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, HV Global employed Mr. Ramirez as a hourly-paid, non-exempt employee from approximately September 2010 to approximately September 2019 in the State of California. The "aggrieved employees" that Mr. Ramirez seeks penalties on behalf of are all current and former non-exempt employees who worked for HV Global within the State of California.

Based on the facts and theories in the Fourth Amended Complaint, asserted in the Lawsuit, and also those espoused herein, HV Global has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, including, *inter alia*, California Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2800, 2802, and 2802.1, and the applicable IWC Wage Order(s).

Mr. Ramirez asserts that HV Global required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, HV Global failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Ramirez and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Ramirez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. HV Global's failure to pay overtime wages also includes, and is not limited to, HV Global's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, HV Global failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, HV Global required Mr. Ramirez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. HV Global required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods. HV Global also required aggrieved employees to remain on the work premises during rest breaks. Furthermore, despite non-compliance with California meal and rest break policies, HV Global failed to properly calculate the regular rate of pay, by failing to include all forms of non-discretionary pay, e.g., commission, bonus, incentive, production, performance, and/or shift differential pay in its calculation, if and when it paid premiums, and failed to pay all meal and rest premiums due for missed, short, late and/or interrupted meal and/or rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an

employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, HV Global failed to pay Mr. Ramirez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, HV Global willfully failed to pay the wages due to aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments, and as a result of HV Global's failure to properly calculate the regular rate of pay.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, HV Global failed to pay Mr. Ramirez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including, but not limited to, earned and unpaid minimum, regular, overtime, and premium wages as discussed above. For example, Mr. Ramirez and other aggrieved employees were not timely paid wages during their employment, including but not limited to, wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HV Global did not provide Mr. Ramirez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HV Global were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to state accurate number of hours worked including time spent working off-the-clock and during meal and rest periods, failure to list all the correct overtime rates since they do not encompass all non-discretionary forms of pay, and failure to list all meal and rest premiums owed as discussed above. The wage statements provided by HV Global also included inaccurate rates of pay for Mr. Ramirez and other aggrieved employees.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Ramirez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Ramirez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Ramirez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Ramirez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, HV Global failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Ramirez and other aggrieved employees. For example, HV Global failed to account for and compensate for all time worked "off-the-clock" and compensate for earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HV Global did not provide Mr. Ramirez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock." For example, HV Global effectively paid of zero dollars per hour for time Mr. Ramirez and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Mr. Ramirez and other aggrieved employees.

California Labor Code section 1198 and the applicable IWC Wage Order(s) provides that employees are entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which they are required to report to work and were furnished less than half the usual or scheduled day's work. Specifically, HV Global maintained a uniform policy requiring Mr. Ramirez and aggrieved employees to call-in and/or be available to receive calls two (2) hours prior to the start of their scheduled shift to find out whether or not they would be coming in to work their scheduled shift that day and did not pay the requisite reporting time pay at the regular rate of pay on days when Mr. Ramirez and aggrieved employees called in and were not put to work. In other words, during the relevant time period, HV Global required Mr. Ramirez and aggrieved employees to report to work without putting them to work or paying them the requisite reporting time pay. Namely, during the relevant time period, HV Global failed to pay Mr. Ramirez and

aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Mr. Ramirez and aggrieved employees reported to work physically or pursuant to HV Global's call-in policy and were furnished less than half the usual or scheduled day's work, and HV Global failed to pay Mr. Ramirez and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Ramirez and aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Ramirez and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by HV Global. These costs include, but are not limited to, the use of personal phones and purchase of work-related clothing.

Therefore, on behalf of the State of California and with respect to all aggrieved employees, Mr. Ramirez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in cursive script, appearing to read "Selena".

Joanna Ghosh, Esq.  
Selena Matavosian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

HV Global Management Corporation  
c/o Kenneth D. Sulzer, Barbara I. Antonucci, and Cameron Haynes  
CONSTANGY, BROOKS, SMITH, & PROPHETE LLP  
Attorneys  
2029 Century Park East, Suite 1100  
Los Angeles, California 90067

# **Attachment A**

Edwin Aiwazian (SBN 232943)  
**LAWYERS for JUSTICE, PC**  
 410 West Arden Avenue, Suite 203  
 Glendale, California 91203  
 Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff*

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

NELSON RAMIREZ, individually, and on  
 behalf of other members of the general public  
 similarly situated;

Plaintiff,

vs.

HV GLOBAL MANAGEMENT  
 CORPORATION, an unknown business  
 entity; HV GLOBAL GROUP, INC., an  
 unknown business entity; and DOES 1  
 through 100, inclusive,

Defendants.

Case No.: 21CV003513

**CLASS ACTION COMPLAINT FOR  
 DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

**LAWYERS for JUSTICE, PC**  
 410 West Arden Avenue, Suite 203  
 Glendale, California 91203

COMES NOW, Plaintiff NELSON RAMIREZ (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

### **JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Monterey. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Monterey.

### **PARTIES**

5. Plaintiff NELSON RAMIREZ is an individual residing in the State of California, County of Monterey.

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**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

6. Defendant HV GLOBAL MANAGEMENT CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Monterey.

7. Defendant HV GLOBAL GROUP, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Monterey.

8. At all relevant times, Defendant HV GLOBAL MANAGEMENT CORPORATION and Defendant HV GLOBAL GROUP, INC. were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants HV GLOBAL MANAGEMENT CORPORATION, HV GLOBAL GROUP, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

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11. Defendant HV GLOBAL MANAGEMENT CORPORATION, HV GLOBAL GROUP, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

### **CLASS ACTION ALLEGATIONS**

13. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

15. Plaintiff reserves the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.
- b. Typicality: Plaintiff’s claims are typical of all other class members’ as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted,

and/or missed altogether) meal periods and rest breaks in violation of California law;

- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

**GENERAL ALLEGATIONS**

18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Monterey.

19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately September 2010 to approximately September 2019, in the State of California, County of Monterey.

20. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

21. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

23. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

25. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing

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1 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest  
2 breaks in violation of California law.

3         27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 knew or should have known that Plaintiff and the other class members were entitled to receive  
5 certain wages for overtime compensation and that they were not receiving accurate overtime  
6 compensation for all overtime hours worked.

7         28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 failed to provide Plaintiff and the other class members all required rest and meal periods during  
9 the relevant time period as required under the Industrial Welfare Commission Wage Orders  
10 and thus they are entitled to any and all applicable penalties.

11         29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 knew or should have known that Plaintiff and the other class members were entitled to receive  
13 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class  
14 member's regular rate of pay when a meal period was missed, and they did not receive all meal  
15 periods or payment of one additional hour of pay at Plaintiff's and the other class member's  
16 regular rate of pay when a meal period was missed.

17         30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and the other class members were entitled to receive  
19 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class  
20 member's regular rate of pay when a rest period was missed, and they did not receive all rest  
21 periods or payment of one additional hour of pay at Plaintiff's and the other class members'  
22 regular rate of pay when a rest period was missed.

23         31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knew or should have known that Plaintiff and the other class members were entitled to receive  
25 at least minimum wages for compensation and that they were not receiving at least minimum  
26 wages for all hours worked.

27         32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 all wages owed to them upon discharge or resignation, including overtime and minimum wages  
2 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to  
3 them at the time of their discharge or resignation.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 knew or should have known that Plaintiff and the other class members were entitled to receive  
6 all wages owed to them during their employment. Plaintiff and the other class members did  
7 not receive payment of all wages, including overtime and minimum wages and meal and rest  
8 period premiums, within any time permissible under California Labor Code section 204.

9 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
10 knew or should have known that Plaintiff and the other class members were entitled to receive  
11 complete and accurate wage statements in accordance with California law, but, in fact, they did  
12 not receive complete and accurate wage statements from Defendants. The deficiencies  
13 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the  
14 other class members.

15 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
16 knew or should have known that Defendants had to keep complete and accurate payroll records  
17 for Plaintiff and the other class members in accordance with California law, but, in fact, did  
18 not keep complete and accurate payroll records.

19 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 knew or should have known that Plaintiff and the other class members were entitled to  
21 reimbursement for necessary business-related expenses.

22 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 knew or should have known that they had a duty to compensate Plaintiff and the other class  
24 members pursuant to California law, and that Defendants had the financial ability to pay such  
25 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
26 represented to Plaintiff and the other class members that they were properly denied wages, all  
27 in order to increase Defendants' profits.

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38. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

39. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

40. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

41. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

42. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

43. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

44. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

45. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

46. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

47. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

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**FIRST CAUSE OF ACTION**

**(Violation of California Labor Code §§ 510 and 1198)**

**(Against HV GLOBAL MANAGEMENT CORPORATION,**

**HV GLOBAL GROUP, INC., and DOES 1 through 100)**

48. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 47, and each and every part thereof with the same force and effect as though fully set forth herein.

49. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

50. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

51. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

52. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

53. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

54. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

55. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

56. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

**(Violation of California Labor Code §§ 226.7 and 512(a))**

**(Against HV GLOBAL MANAGEMENT CORPORATION,**

**HV GLOBAL GROUP, INC., and DOES 1 through 100)**

57. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 56, and each and every part thereof with the same force and effect as though fully set forth herein.

58. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

59. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

60. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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61. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

62. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

63. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

64. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

65. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

66. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

67. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one

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1 additional hour of pay at the employee's regular rate of compensation for each work day that  
 2 the meal or rest period is not provided.

### 3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against HV GLOBAL MANAGEMENT CORPORATION,**

6 **HV GLOBAL GROUP, INC., and DOES 1 through 100)**

7 68. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
 8 through 67, and each and every part thereof with the same force and effect as though fully set  
 9 forth herein.

10 69. At all times herein set forth, the applicable IWC Wage Order and California  
 11 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'  
 12 employment by Defendants.

13 70. At all relevant times, California Labor Code section 226.7 provides that no  
 14 employer shall require an employee to work during any rest period mandated by an applicable  
 15 order of the California IWC.

16 71. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
 17 employer shall authorize and permit all employees to take rest periods, which insofar as  
 18 practicable shall be in the middle of each work period" and that the "rest period time shall be  
 19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
 20 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
 21 (3 ½) hours.

22 72. During the relevant time period, Defendants required Plaintiff and other class  
 23 members to work four (4) or more hours without authorizing or permitting a ten (10) minute  
 24 rest period per each four (4) hour period worked.

25 73. During the relevant time period, Defendants willfully required Plaintiff and the  
 26 other class members to work during rest periods and failed to pay Plaintiff and the other class  
 27 members the full rest period premium for work performed during rest periods.

28 ///

74. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

75. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

**(Against HV GLOBAL MANAGEMENT CORPORATION,**

**HV GLOBAL GROUP, INC., and DOES 1 through 100)**

77. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 76, and each and every part thereof with the same force and effect as though fully set forth herein.

78. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

79. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

80. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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81. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

82. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

**FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201 and 202)**

**(Against HV GLOBAL MANAGEMENT CORPORATION,**

**HV GLOBAL GROUP, INC., and DOES 1 through 100)**

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

84. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

85. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

86. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

1 87. California Labor Code section 203 provides that if an employer willfully fails to  
2 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
3 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
4 action is commenced; but the wages shall not continue for more than thirty (30) days.

5 88. Plaintiff and the other class members are entitled to recover from Defendants the  
6 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum  
7 pursuant to California Labor Code section 203.

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 204)**

10 **(Against HV GLOBAL MANAGEMENT CORPORATION,**

11 **HV GLOBAL GROUP, INC., and DOES 1 through 100)**

12 89. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
13 through 88, and each and every part thereof with the same force and effect as though fully set  
14 forth herein.

15 90. At all times herein set forth, California Labor Code section 204 provides that all  
16 wages earned by any person in any employment between the 1st and 15th days, inclusive, of  
17 any calendar month, other than those wages due upon termination of an employee, are due and  
18 payable between the 16th and the 26th day of the month during which the labor was  
19 performed.

20 91. At all times herein set forth, California Labor Code section 204 provides that all  
21 wages earned by any person in any employment between the 16th and the last day, inclusive,  
22 of any calendar month, other than those wages due upon termination of an employee, are due  
23 and payable between the 1st and the 10th day of the following month.

24 92. At all times herein set forth, California Labor Code section 204 provides that all  
25 wages earned for labor in excess of the normal work period shall be paid no later than the  
26 payday for the next regular payroll period.

27 ///

28 ///

93. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

94. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

### **SEVENTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 226(a))**

#### **(Against HV GLOBAL MANAGEMENT CORPORATION,**

#### **HV GLOBAL GROUP, INC., and DOES 1 through 100)**

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments 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 or a 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.

97. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include,

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Glendale, California 91203

but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

98. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

99. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

100. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

101. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

### **EIGHTH CAUSE OF ACTION**

**(Violation of California Labor Code § 1174(d))**

**(Against HV GLOBAL MANAGEMENT CORPORATION,**

**HV GLOBAL GROUP, INC., and DOES 1 through 100)**

102. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance

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1 with rules established for this purpose by the commission, but in any case shall be kept on file  
2 for not less than two years.

3 104. Defendants have intentionally and willfully failed to keep accurate and complete  
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other  
5 class members.

6 105. As a result of Defendants' violation of California Labor Code section 1174(d),  
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-  
8 protected rights.

9 106. More specifically, Plaintiff and the other class members have been injured by  
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because  
11 they were denied both their legal right and protected interest, in having available, accurate and  
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against HV GLOBAL MANAGEMENT CORPORATION,**

16 **HV GLOBAL GROUP, INC., and DOES 1 through 100)**

17 107. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
18 through 106, and each and every part thereof with the same force and effect as though fully set  
19 forth herein.

20 108. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
21 reimburse its employee for all necessary expenditures incurred by the employee in direct  
22 consequence of the discharge of his or her job duties or in direct consequence of his or her  
23 obedience to the directions of the employer.

24 109. Plaintiff and the other class members incurred necessary business-related  
25 expenses and costs that were not fully reimbursed by Defendants.

26 110. Defendants have intentionally and willfully failed to reimburse Plaintiff and the  
27 other class members for all necessary business-related expenses and costs.

28 ///

111. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

**TENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, et seq.)**

**(Against HV GLOBAL MANAGEMENT CORPORATION,**

**HV GLOBAL GROUP, INC., and DOES 1 through 100)**

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

114. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

115. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate

California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

116. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

117. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

118. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

#### **DEMAND FOR JURY TRIAL**

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

#### **Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

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**As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action**

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

**As to the Ninth Cause of Action**

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action**

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and  
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all  
4 funds disgorged from Defendants and determined to have been wrongfully acquired by  
5 Defendants as a result of violation of California Business and Professions Code sections  
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to  
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

12 Dated: November 3, 2021

**LAWYERS for JUSTICE, PC**

13  
14 By: 

15 Edwin Aiwanian  
16 Attorneys for Plaintiff  
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# **Attachment B**

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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

NELSON RAMIREZ, individually, and  
on behalf of other members of the  
general public similarly situated and on  
behalf of other aggrieved employees  
pursuant to the California Private  
Attorneys General Act;

Plaintiff,

vs.

HV GLOBAL MANAGEMENT  
CORPORATION, an unknown  
business entity; and DOES 1 through  
100, inclusive,

Defendants.

Case No.: 5:21-cv-09955-BLF

Honorable Beth L. Freeman

**FOURTH AMENDED CLASS  
ACTION COMPLAINT FOR  
DAMAGES AND ENFORCEMENT  
UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CAL. LABOR CODE §2698 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Wages, Including *Inter Alia*, Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor

- Code § 226(a) (Non-Compliant Wage Statements);  
 (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records);  
 (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);  
 (10) Violation of California Business & Professions Code §§ 17200, et seq.  
 (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff NELSON RAMIREZ (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action was originally brought in the Superior Court for the County of Monterey pursuant to the California Code of Civil Procedure section 382.

2. The United States District Court for the Northern District of California has asserted jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). The United States District Court for the Northern District of California has personal jurisdiction over Defendants because, upon information and belief, Defendants are doing business in California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this District and throughout the State of California. Defendant maintains offices, has agents, and is licensed to transact and does transact business in this District.

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**PARTIES**

3. Plaintiff NELSON RAMIREZ is an individual residing in the State of California, County of Monterey.

4. Defendant HV GLOBAL MANAGEMENT CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Monterey.

5. At all relevant times, Defendant HV GLOBAL MANAGEMENT CORPORATION was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

6. At all times herein relevant, Defendants HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

7. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names

1 and capacities when the same have been ascertained.

2 8. Defendant HV GLOBAL MANAGEMENT CORPORATION and  
3 DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

4 9. Plaintiff further alleges that Defendants directly or indirectly  
5 controlled or affected the working conditions, wages, working hours, and  
6 conditions of employment of Plaintiff, the other class members, and the aggrieved  
7 employees so as to make each of said Defendant employers liable under the  
8 statutory provisions set forth herein.

9 **CLASS ACTION ALLEGATIONS**

10 10. Plaintiff brings this action on his own behalf and on behalf of all other  
11 members of the general public similarly situated, and, thus, seeks class certification  
12 under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

13 11. The proposed class is defined as follows:

14 All current and former hourly-paid or non-exempt employees who  
15 worked for any of the Defendants within the State of California at any  
16 time during the period from November 3, 2017 to final judgment and  
17 who reside in California.

18 12. Plaintiff reserves the right to establish subclasses as appropriate.

19 13. The class is ascertainable and there is a well-defined community of  
20 interest in the litigation:

21 a. Numerosity: The class members are so numerous that joinder of  
22 all class members is impracticable. The membership of the  
23 entire class is unknown to Plaintiff at this time; however, the  
24 class is estimated to be greater than fifty (50) individuals and  
25 the identity of such membership is readily ascertainable by  
26 inspection of Defendants’ employment records.

27 b. Typicality: Plaintiff’s claims are typical of all other class  
28 members as demonstrated herein. Plaintiff will fairly and

adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

14. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement

or reduction, in accordance with the California Labor Code, was willful;

- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours, and/or over six (6) consecutive days per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants failed to use the shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay and overtime wages in the same workweek;
- e. Whether Defendants failed to use the shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay to calculate the regular rate of pay used to calculate any premium payment made pursuant to California Labor Code section 226.7 where Plaintiff and the other class members earned shift differential pay, non-discretionary bonuses, commissions,

- incentives, service charge payments, and/or other forms of non-discretionary pay and earned a premium payment pursuant to California Labor Code section 226.7 in the same workweek;
- f. Whether Defendants had a policy and/or practice that requires hourly paid or non-exempt employees within the State of California to remain on premises during their ten (10) minute rest breaks;
- g. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- h. Whether Defendants had a corporate policy and/or practice of failing to pay their hourly, non-exempt employees for meal or rest period premiums pursuant to California Labor Code section 226.7;
- i. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- j. Whether Defendants failed to pay any current or former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period for all minimum and overtime wages earned due to work performed off-the-clock;
- k. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment, in compliance with California Labor Code section 204;

- m. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- n. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- o. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs, including the purchase of clothing and shoes to meet Defendants' dress code policy and using their personal cell phones for work-related purposes;
- p. Whether Defendants' conduct was willful or reckless;
- q. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- s. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

15. Class certification of the First through Eleventh causes of action is appropriate pursuant to Rule 23(b)(3) because the aforementioned questions of law and fact common to the class predominate over any questions affecting only individual members of the class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendants' common and uniform policies and practices have unlawfully denied Plaintiff and the other class members meal period premiums for all meal periods that were not provided in compliance with the applicable Industrial Welfare Commission ("IWC") Order and California Labor Code, have denied them rest

period premiums for all rest periods that were not provided in compliance with the applicable IWC Order and California Labor Code, have denied them of minimum wages for all hours worked, have denied them payment of their final wages in a timely manner, have denied them of accurate wage statements in compliance with the California Labor Code, have denied them from getting reimbursed for necessary business related expenses, and amount to unfair competition under California Business and Professions Code Sections 17200 *et seq.* These policies and practices are not individualized, and compliance with them is not voluntary. The damages suffered by individual class members are relatively small compared to the expense and burden of individual prosecution of this litigation. For this reason, as well as the fact that class members currently employed by Defendants may fear direct or indirect retaliation from Defendants for prosecuting an action against Defendants, the class members' interests in individually controlling the prosecution of this action is minimal. In addition, a class action in this forum is desirable as it will eliminate the risk of inconsistent rulings regarding the legality of Defendants' policies, practices, and procedures. Managing this case as a class action will not present difficulties as the parties can utilize approved methods of random statistical sampling and expert testimony at trial.

### **PAGA ALLEGATIONS**

16. At all times set forth herein, the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

17. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees

pursuant to procedures outlined in California Labor Code section 2699.3.

18. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by Defendants and the alleged violator and against whom one or more of the alleged violations was committed.

19. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

20. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil

penalties in addition to any other penalties to which the employee may be entitled.

21. Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant HV GLOBAL MANAGEMENT CORPORATION of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

22. Plaintiff seeks to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2800, 2802, and 2802.1, and the applicable IWC Wage Order(s).

### **GENERAL ALLEGATIONS**

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Monterey.

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately September 2010 to approximately September 2019, in the State of California, County of Monterey.

25. Defendants hired Plaintiff into the position of full-time Server in the City of Carmel in the State of California at the base rate of pay of \$10.00 per hour. Plaintiff's job duties included providing quick and efficient service to all resort guests, serving food and beverages, waiting on tables, providing guest services at events, setting up and breaking down tables, cleaning, calculating bills and tips, and responding to supervisor requests.

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26. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

27. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff's and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

28. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

29. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

30. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

31. Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweek during their employment with Defendants.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned, and missed, shortened, late, and/or interrupted meal periods and rest breaks in violation of California law.

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33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring Plaintiffs and the other class members and aggrieved employees to perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate Plaintiffs and the other class members and aggrieved employees for job duties performed before and/or after their scheduled shifts such as tasks related to assisting resort guests, responding to supervisor requests and demands, donning and doffing uniforms, and accessing employee lockers before and after clocking in and out for their scheduled shifts, and during meal period.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members and aggrieved employees earned shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay and overtime wages in the same workweek.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay to calculate the regular rate of pay used to calculate any premium payment made pursuant to California Labor Code section 226.7 where Plaintiff and the other class members and aggrieved employees earned shift differential pay, non-discretionary bonuses, commissions, incentives, service charge payments, and/or other forms of non-discretionary pay and earned a premium payment pursuant to

1 California Labor Code section 226.7 in the same workweek.

2 36. Plaintiff is informed and believes, and based thereon alleges, that  
3 Defendants' policies and practices, including the Employee Handbook, required  
4 Plaintiff and the other class members and aggrieved employees to wait to clock in  
5 until they were "in full uniform and ready to begin work" at their designated clock-  
6 in stations before they were allowed to begin recording their time. At the same  
7 time, Defendants' policy, practice, and Attendance Disciplinary Notice form  
8 required reprimand of Plaintiff and the other class members and aggrieved  
9 employees for clocking in more than three (3) minutes after the start of their  
10 scheduled shifts. As a result, Plaintiff and the other class members and aggrieved  
11 employees were required to arrive at work prior to their scheduled start times to  
12 get in full uniform and become "work ready" before they were allowed to clock in.

13 37. Defendants also had a supplemental loose-leaf meal and rest break  
14 policy, which applied to all hourly-paid employees throughout the relevant time  
15 period.

16 38. Plaintiff is informed and believes, and based thereon alleges, that  
17 Defendants failed to provide Plaintiff and the other class members and aggrieved  
18 employees all required rest and meal periods during the relevant time period as  
19 required under the Industrial Welfare Commission Wage Orders and thus they are  
20 entitled to any and all applicable penalties.

21 39. Plaintiff is informed and believes, and based thereon alleges, that  
22 Defendants' policies and practices, including their Employee Performance  
23 Reviews and Employee Handbook, required employees to prioritize rendering  
24 quick and efficient service to all resort guests, at all times while on Defendants'  
25 premises. These uniform policies and practices required other class members and  
26 aggrieved employees to be available to provide service and/or assistance to any  
27 guest they may encounter from the moment they stepped onto the property at the  
28 beginning of their shifts to the moment they stepped off the property at the end of

1 their shifts.

2 40. Plaintiff is informed and believes that Defendants had a meal break  
3 policy, which applied to all other class members and aggrieved employees, which  
4 unlawfully permitted managers to shorten other class members' and aggrieved  
5 employees' meal breaks, and which unlawfully allowed employees to voluntarily  
6 elect not to take any or all of their 30-minute meal breaks. These uniform policies  
7 and practices also fail to provide lawful timing requirements for second meal  
8 breaks.

9 41. Plaintiff is further informed and believes that Defendants failed to  
10 provide meal periods that were truly "off-duty" during the relevant time period, as,  
11 at all times while on their meal breaks, employees were expected to be available  
12 and prepared to come back from these breaks early at a moment's notice at the  
13 instruction of their supervisors. As a result, Defendants' policy requiring class  
14 members and aggrieved employees to be available "at all times while in the resort"  
15 and their policy permitting managers to shorten meal breaks intentionally and  
16 directly undermined their formal policy providing meal breaks by pressuring  
17 employees to perform their duties in ways that prevented employees from taking  
18 30-minute duty-free, uninterrupted meal breaks.

19 42. Plaintiff is informed and believes that Defendants had a meal break  
20 policy, which applied to all other class members and aggrieved employees, and  
21 which unlawfully provided that employees who work over 10 hours may waive  
22 their second 30-minute meal period, irrespective of whether the first meal period  
23 was waived. These uniform policies and practices failed to state that employees  
24 may only waive their second meal break if their first meal break was not waived.

25 43. Plaintiff is informed and believes, and based thereon alleges, that, due  
26 to Defendants' uniform policy and practice of requiring employees to prioritize  
27 rendering quick and efficient service to all resort guests, Defendants failed to  
28 relieve Plaintiff and other class members and aggrieved employees of all duties,

1 failed to relinquish control over Plaintiff and the other class members' and  
2 aggrieved employees' activities, failed to permit Plaintiff and other class members  
3 and aggrieved employees a reasonable opportunity to take, impeded, and  
4 discouraged them from taking thirty (30) minute uninterrupted meal breaks no later  
5 than the end of their fifth hour of work for shifts lasting at least five (5) hours, and  
6 to take second thirty (30) minute uninterrupted meal breaks no later than their tenth  
7 hour of work for shifts lasting more than ten (10) hours. Specifically, due to  
8 Defendants' policy and practice of requiring employees to prioritize rendering  
9 quick and efficient service to all hotel guests, Plaintiff and the other class members  
10 and aggrieved employees were regularly denied the opportunity to take their meal  
11 breaks, had their meal breaks interrupted by management with work-related  
12 questions and instructions, and/or were regularly required to end their meal breaks  
13 before thirty (30) minutes had elapsed in order to provide immediate service to  
14 guests at the direction of management. Defendants regularly entered the break  
15 room where Plaintiff and the other class members and aggrieved employees were  
16 taking their meal and rest breaks and required them to stop their breaks to continue  
17 working or to discuss tasks that needed to be done after their breaks were over.  
18 Further, other class members and aggrieved employees generally encountered  
19 guests throughout the resort on a day-to-day basis prior to clocking in, during meal  
20 and rest breaks, and after clocking out on a regular basis, and thus they were  
21 required to adhere to this standard uniform policy during all such encounters.

22 44. Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendants' uniform policies and practices resulted in unrecorded work before and  
24 after shifts, and also prevented other class members and aggrieved employees from  
25 taking meal and rest breaks that were truly uninterrupted and duty-free, as other  
26 class members were to be on-call and available to provide service and assistance at  
27 all times while on Defendants' premises, including when on their meal and rest  
28 breaks.

1           45. Further, Plaintiff is informed and believes, and based thereon alleges,  
2 that Defendants had a uniform practice and/or policy during the Class Period,  
3 which applied to Plaintiff and all other class members and aggrieved employees,  
4 that required employees to remain on-site during all ten (10) minute rest breaks.  
5 Defendants' applicable Employee Handbooks that applied to Plaintiff and the other  
6 class members and aggrieved employees during the relevant time period further  
7 failed to state that employees are free to leave the premises for rest breaks. These  
8 uniform policies and practices also failed to provide lawful timing requirements  
9 for second, third, and fourth rest breaks, contrary to California law.

10           46. Plaintiff is informed and believes, and based thereon alleges, that  
11 Defendants rigidly enforced their on-site rest break policy and failed to relieve  
12 Plaintiff and the other class members and aggrieved employees of all employer  
13 control during their rest breaks in violation of California law. Plaintiff is also  
14 informed and believes that Defendants had a uniform policy and practice requiring  
15 Plaintiff and the other class members and aggrieved employees to ask their  
16 supervisors for permission to go on their rest breaks, and further, that these requests  
17 were regularly denied due to Defendants' practices of understaffing despite heavy  
18 workloads.

19           47. Plaintiff is informed and believes, and based thereon alleges, that  
20 Defendants knew or should have known that Plaintiff and the other class members  
21 and aggrieved employees were entitled to receive all meal periods or payment of  
22 one additional hour of pay at Plaintiff's and the other class member's regular rate  
23 of pay when a meal period was missed, shortened, late, or interrupted and they did  
24 not receive all meal periods or payment of one additional hour of pay at Plaintiff's  
25 and the other class member's and aggrieved employees' regular rate of pay when  
26 a meal period was missed, shortened, late, and/or interrupted. On occasions when  
27 Defendants did pay a meal period premium to Plaintiff and the other class members  
28 and aggrieved employees, it was paid at the base rate of pay, rather than at the

1 employee's adjusted regular rate of pay based on additional remuneration such as  
2 commission and service charges.

3 48. Plaintiff is informed and believes, and based thereon alleges, that, due  
4 to Defendants' uniform policy and practice of requiring employees to prioritize  
5 rendering quick and efficient service to all resort guests, Defendants failed to  
6 provide, authorize, and permit Plaintiff and other class members and aggrieved  
7 employees to take full, uninterrupted, off-duty rest periods for every shift lasting  
8 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest  
9 periods for every shift lasting six (6) to ten (10) hours, and failed to make a good  
10 faith effort to authorize, permit, and provide such rest breaks in the middle of each  
11 work period. Specifically, due to Defendants' policy and practice of requiring  
12 employees to prioritize rendering quick and efficient service to all resort guests,  
13 Plaintiff and the other class members and aggrieved employees were regularly  
14 denied the opportunity to take their rest breaks, had their rest breaks interrupted by  
15 management with work-related questions and instructions, and/or were regularly  
16 required to end their rest breaks before ten (10) minutes had elapsed in order to  
17 provide immediate service to guests at the direction of management. Defendants  
18 regularly entered the break room where Plaintiff and the other class members and  
19 aggrieved employees were taking their meal and rest breaks and required them to  
20 stop their breaks to continue working or to discuss tasks that needed to be done  
21 after their breaks were over.

22 49. Plaintiff is informed and believes, and based thereon alleges, that  
23 Defendants knew or should have known that Plaintiff and the other class members  
24 and aggrieved employees were entitled to receive all rest periods or payment of  
25 one additional hour of pay at Plaintiff's and the other class member's and aggrieved  
26 employees' regular rate of pay when a rest period was missed, shortened, late, or  
27 interrupted and they did not receive all rest periods or payment of one additional  
28 hour of pay at Plaintiff's and the other class members' and aggrieved employees'

regular rates of pay when a rest period was missed, shortened, late, or interrupted.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a uniform policy and practice that applied to Plaintiff and all the other class members and aggrieved employees, which failed to mention whatsoever that the other class members and aggrieved employees were entitled to premium pay for missed, short, late, or interrupted meal and/or rest breaks. Plaintiff is further informed and believes that Defendants failed to pay any premiums for noncompliant rest breaks during the relevant time period, despite the fact that all of the rest breaks they have provided to the other class members and aggrieved employees—in requiring them to remain on-site for those breaks—have been in violation of California law and eligible for premium pay. Plaintiff is also informed and believes that Defendants have not even created a pay code that would enable payroll to process rest break premium pay.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants’ failure to pay minimum wages included, *inter alia*, Defendants’ effective payment of zero dollars per hour for hours Plaintiff and the other class members and aggrieved employees worked off-the-clock before the start of their shifts, after the end of their shifts, and during meal and rest breaks, by performing work duties, including, but not limited to, accessing and leaving employee parking lots through a specific, longer route; walking significant distances from the employee parking lots to reach their places of work and back; traveling to their designated employee lockers and putting on uniforms and/or putting away personal belongings to become “work ready”; setting up the banquet room before being given the opportunity to clock in for shifts; cleaning; taking linens to the linen closet; traveling to their designated employee lockers, collecting

1 personal belongings, taking off uniforms; dropping off and picking up uniforms  
2 from the laundry; calculating tips; closing out tables; completing paperwork and  
3 required reports at after clocking out at the end of their shifts; and providing  
4 immediate service to guests. These tasks were done off-the-clock at the direction  
5 of management on a routine basis and took at least ten to fifteen minutes on average.

6 52. Plaintiff is informed and believes, and based thereon alleges, that  
7 Defendants had a uniform policy and practice that applied to Plaintiff and all the  
8 other class members and aggrieved employees, which required employees to arrive  
9 at work early to ensure they clocked-in on time to adhere to Defendants' strict  
10 policy against tardiness where employees would be disciplined if clocking-in any  
11 later than three (3) minutes after their start time.

12 53. Plaintiff is informed and believes, and based thereon alleges, that  
13 Defendants had a common policy and/or practice that applied to Plaintiff and all  
14 the other class members and aggrieved employees, which discouraged the  
15 recording of overtime that results in employees working off-the-clock.

16 54. Plaintiff is informed and believes, and based thereon alleges, that  
17 Defendants had a common policy and/or practice that applied to Plaintiff and all  
18 the other class members and aggrieved employees, which permitted employees to  
19 launder their uniform on-site at the Defendants' laundry facility or through a  
20 laundry service by dropping-off their laundry on site at Defendants' premises.  
21 However, employees were required to remain off-the-clock when traveling to or  
22 from Defendants' laundry facility, despite these facilities being on resort property,  
23 and thus Defendants still expected employees to remain on-call and available to  
24 assist guests during this time.

25 55. Plaintiff is informed and believes, and based thereon alleges, that  
26 Defendants had a common policy and/or practice that applied to Plaintiff and all  
27 the other class members and aggrieved employees, which required employees to  
28 don and doff uniforms in the locker room, off-the-clock, before clocking in and

1 after clocking out.

2 56. Plaintiff is informed and believes, and based thereon alleges, that  
3 Defendants had a common policy and/or practice that applied to Plaintiff and all  
4 the other class members and aggrieved employees, which required all non-exempt,  
5 hourly paid employees to clock-in and clock-out using a biometric time clock  
6 located in the specific building where their departments were housed. Further,  
7 when using the time clocks, employees were also required to wait in line to clock-  
8 in and clock-out. Thus, no employee was able to record any time spent on duty  
9 prior to clocking-in or while clocked-out.

10 57. Plaintiff is informed and believes, and based thereon alleges, that  
11 Defendants had a common policy and/or practice that applied to Plaintiff and all  
12 the other class members and aggrieved employees, which allows employees to  
13 clock-in and clock out using their own personal cell phones through a geo-locked  
14 application. Upon information and belief, the application allows employees to  
15 clock-in or out three (3) minutes away from the department's building.

16 58. Plaintiff is informed and believes, and based thereon alleges, that  
17 Defendants knew or should have known that Plaintiff and the other class members  
18 and aggrieved employees were entitled to receive all wages owed to them upon  
19 discharge or resignation, including earned but unpaid overtime wages, minimum  
20 wages, reporting time pay, and meal and rest period premiums, and they did not,  
21 in fact, receive all such wages owed to them at the time of their discharge or  
22 resignation.

23 59. Plaintiff is informed and believes, and based thereon alleges, that  
24 Defendants knew or should have known that Plaintiff and the other class members  
25 and aggrieved employees were entitled to receive all wages owed to them during  
26 their employment. Plaintiff and the other class members and aggrieved employees  
27 did not receive payment of all wages, including earned but unpaid overtime wages,  
28 minimum wages, reporting time pay, and meal and rest period premiums, within

any time permissible under California Labor Code section 204.

60. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records. Defendants' failure included, *inter alia*, the failure to keep accurate records of the hours worked by Plaintiff and other class members and aggrieved employees.

61. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class members and aggrieved employees, the accurate total amount of wages earned by Plaintiff and the other class members and aggrieved employees, and all meal and rest premiums owed.

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the use of personal cell phones for business-related purposes and purchasing and maintaining work-related clothing.

63. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which Plaintiff and the other class members and aggrieved employees were required to report to work and

1 were furnished less than half the usual or scheduled day's work. Specifically,  
2 Defendants maintained a uniform policy requiring Plaintiff and the other class  
3 members and aggrieved employees to call-in and/or be available to receive calls  
4 two (2) hours prior to the start of their scheduled shift to find out whether or not  
5 they would be coming in to work their scheduled shift that day and did not pay the  
6 requisite reporting time pay at the regular rate of pay on days when Plaintiff and  
7 the other class members and aggrieved employees called in and were not put to  
8 work.

9         64. Plaintiff is informed and believes, and based thereon alleges, that  
10 Defendants knew or should have known that they had a duty to compensate  
11 Plaintiff and the other class members and aggrieved employees pursuant to  
12 California law, and that Defendants had the financial ability to pay such  
13 compensation, but willfully, knowingly, and intentionally failed to do so, and  
14 falsely represented to Plaintiff and the other class members and aggrieved  
15 employees that they were properly denied wages, all in order to increase  
16 Defendants' profits.

17         65. During the relevant time period, Defendants failed to pay overtime  
18 wages to Plaintiff and the other class members and aggrieved employees for all  
19 overtime hours worked. Plaintiff and the other class members were required to  
20 work more than eight (8) hours per day, forty (40) hours per week, and/or more  
21 than six (6) consecutive days in a workweek without overtime compensation, at the  
22 proper rate, for all overtime hours worked.

23         66. During the relevant time period, Defendants required Plaintiff and the  
24 other class members and aggrieved employees to regularly and/or consistently work  
25 in excess of six (6) days in a workweek, and Defendants required Plaintiff and the  
26 other class members and aggrieved employees to work in excess of thirty (30) hours  
27 in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which  
28 they were required to work in excess of six (6) days.

67. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved employees.

68. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees at least minimum wages for all hours worked.

69. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees all wages owed to them upon discharge or resignation.

70. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

71. During the relevant time period, Defendants required Plaintiff and the other class members and aggrieved employees to report to work without putting them to work or paying them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiff and the other class members and aggrieved employees reported to work physically or pursuant to Defendant's call-in policy and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff and other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

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72. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members and aggrieved employees.

73. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members and aggrieved employees.

74. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for all necessary business-related expenses and costs.

75. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

76. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

### **FIRST CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 510 and 1198)**

#### **(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

77. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 76, and each and every part thereof with the same force and effect as though fully set forth herein.

78. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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79. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or the first eight (8) hours worked on the seventh day in a workweek. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

80. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

81. During the relevant time period, Defendants' policies and practices, including their Employee Handbook, required Plaintiff and the other class members to park in a specific parking lots designated for employees, and prohibited them from using the main roads to enter these lots in their vehicles, instead requiring them to take a detour through a residential area. This detour took up to four (4) minutes longer than it would have taken employees had they been able to access the lots through the main road. These lots were a significant distance from the facilities, requiring Plaintiff and other class members to walk a significant distance just to reach their place of work. For example, before every shift, Plaintiff was required to park in the designated employee lot from which it took him approximately five minutes to reach the time clock that he was required to use.

1 During this portion of the commute to work, Defendants exercised control over  
2 Plaintiff and the other class members and, thus, were required to compensate  
3 Plaintiff and the other class members for time spent under Defendants' control.

4 82. During the relevant time period, Plaintiff and other class members  
5 would have to arrive at work early to ensure they clocked-in on time to adhere to  
6 Defendants' strict policy against tardiness where employees would be disciplined  
7 if clocking-in any later than three (3) minutes after their start time.

8 83. During the relevant time period, Plaintiff and the other class members  
9 were required by Defendant to wear uniforms while working. Defendants had a  
10 policy and practice of requiring that Plaintiff and the other class members clock in  
11 for work in clean uniforms daily, requiring them to put their uniforms in the laundry  
12 at Defendants' facilities. As such, Plaintiff and the other class members were  
13 forced to keep their uniforms in their lockers or with the laundry facilities at work  
14 and change into them upon arrival for their scheduled shift before clocking in, and  
15 to change out of their uniforms and bring them to the laundry after clocking out.  
16 For example, at least once a week, Plaintiff had to first walk to the housekeeping  
17 building to pick up his clean uniforms before clocking in for his shift. Further, at  
18 least once a week, Plaintiff had to walk to the housekeeping building to drop off  
19 his dirty uniforms after clocking out.

20 84. During the relevant time period, Defendants' policies, including the  
21 Employee Handbook, required Plaintiff and the other class members to have all  
22 personal belongings put away while working. As such, Plaintiff and the other class  
23 members were required to put their personal belongings away in the lockers  
24 assigned to them by Defendants at Defendants' facilities upon arrival for their  
25 scheduled shifts before clocking in, and to go to their designated lockers and take  
26 out their personal belongings after clocking out.

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85. During the relevant time period, Defendants' uniform policies and practices, including the Employee Handbook, required all employees be in full uniform and ready to begin work prior to clocking in for their shifts, and requiring all employees to clock out immediately after their scheduled shift was complete. As a result, during the relevant time period, Plaintiff and the other class members were required to pick up their uniforms from the laundry, go to their lockers to change, and to store their personal belongings before they were allowed to clock in for their scheduled shifts. Additionally, as a result of this policy and practice, Plaintiff and the other class members were required to clock out before closing out their tables, calculating tips, going to their designated lockers to change out of their uniforms and collect their personal belongings, and dropping their dirty uniforms off at the laundry. Specifically, before every shift, Plaintiff was required to travel on company approved routes to the employee parking lot; walk to the building where the lockers were located; walk downstairs to his designated employee locker; change into his uniform shirt, pants, and apron; put away his phone, keys, and wallet; and walk back upstairs to the time clock before clocking in. Further, after every shift, Plaintiff was required to clock out before walking downstairs to his designated employee locker; changing out of his uniform shirt, pants, and apron; retrieving his phone, keys, and wallet; and walking back upstairs to exit the building and travel to the employee parking lot and through company approved routes after clocking out.

86. During the relevant time period, Defendants' policy, practice, and Attendance Disciplinary Notice form required reprimand of Plaintiff and the other class members for clocking in more than three minutes after the start of their scheduled shifts. As a result, Plaintiff and the other class members were required to arrive at work prior to their scheduled start times to ensure they were in full uniform and work ready by the time they were required to clock in. For example, at least once a week, Plaintiff was regularly required to arrive at the employee

1 parking lot fifteen (15) minutes prior to the start of his shift to ensure he had time  
2 to pick up his uniform from the laundry, walk to the building that housed his  
3 designated employee locker, go downstairs to the locker room, change into his  
4 uniform and put away his personal belongings, and walk back up the stairs to clock  
5 in before his scheduled start time.

6 87. During the relevant time period, Defendants' policies and practices,  
7 including their Employee Performance Reviews, required employees to ensure  
8 guests enjoy a leisurely conclusion to their meals. As a result of these policies and  
9 practices, Plaintiff and the other class members were required to continue working  
10 as long as necessary until all guests were finished dining and closing procedures  
11 had been completed. Specifically, Plaintiff was regularly scheduled to work shifts  
12 beginning anywhere from 1:00 p.m. to 4:30 p.m. and required to continue working  
13 until 11:00 p.m. or later.

14 88. During the relevant time period, Defendants' policies and practices,  
15 including their Employee Performance Reviews and Employee Handbook,  
16 required employees to prioritize rendering quick and efficient service to all resort  
17 guests. Due to these policies and practices, Plaintiff and the other class members  
18 were regularly approached by managers while clocked out for their meal breaks  
19 and required to provide immediate service to guests while off the clock. For  
20 example, at least twice a week while clocked out for his meal break in the employee  
21 break room, Plaintiff was approached by superiors and told that a party had just  
22 finished eating one course of their meal and that he was required to clear their  
23 plates immediately to prepare for their next course. Further, at least once a week  
24 while clocked out for his meal break in the employee break room, Plaintiff was  
25 approached by superiors and told that he needed to complete additional set up  
26 immediately. On these occasions, Plaintiff was instructed to address these issues  
27 immediately and to remain clocked out while doing so.

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89. As a result of Defendants’ policies and practices, during the relevant time period, Plaintiff and the other class members were required to work in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek performing work duties off-the-clock prior to clocking in on a weekly basis, including accessing employee parking lots through a specific, longer route; walking significant distances from the employee parking lots to reach their places of work; picking up uniforms from the laundry; traveling to their designated employee lockers and putting on uniforms and/or putting away personal belongings to become “work ready”; providing immediate service to dining guests, and setting up the banquet room.

90. As a result of Defendants’ policies and practices, during the relevant time period, Plaintiff and the other class members were required to work in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek performing work duties off-the-clock after clocking out on a weekly basis, including leaving the employee parking lots through a specific, longer route; walking significant distances to the employee parking lots; taking off uniforms; collecting personal belongings from lockers; taking uniforms to the laundry; calculating tips; and closing out tables.

91. For example, at least once a week, Plaintiff was required to be “work ready” and clocked in by 3:00 p.m. This required Plaintiff to get to Defendants’ facilities by 2:45 p.m., as, upon arriving, he was required to drive past the resort onto a detour through a small, windy, residential street in order to reach the designated employee parking lot where he was required to park. Once parked in the lot, he was required to walk to the housekeeping building to pick up his uniform, walk to the building that housed his designated employee locker, travel downstairs to the locker room, change into his uniform shirt, pants, and apron that he was required to wear as a server, and store his phone, wallet, and other personal belongings inside of his designated employee locker. After this, Plaintiff would go

1 back upstairs and clock in, and begin various set-up tasks, such as setting up large  
2 tables, cleaning up surrounding areas, and polishing silverware and glassware. As  
3 soon as he finished setting up, he was required to wait for guests to arrive and be  
4 ready to greet them. Plaintiff would not be permitted to begin cleaning up until all  
5 guests were done dining and the dining room was empty, which did not happen  
6 until approximately 10:30 p.m. Once guests were finished dining and the dining  
7 room was empty, Plaintiff cleaned up, which included clearing off tables, bussing  
8 all dishware and silverware, taking all linens off the tables, and putting them in the  
9 linen bags, wiping down tables, breaking down tables, putting tables and chairs  
10 back in their designated areas, and taking out the garbage. Plaintiff was also  
11 required to calculate and report his tips in order to close out his tables before  
12 leaving and was told by management to clock out before doing this. After clocking  
13 out and closing out his tables, Plaintiff was then required to go back to the locker  
14 room, put his uniform in the laundry, collect his personal belongings, walk back to  
15 the employee parking lot, and exit the lot through the same residential street from  
16 which he was required to enter the lot each day. As a result, Plaintiff regularly  
17 worked over eight (8) hours a day and/or over forty (40) hours a week due to time  
18 spent working off-the-clock but was not compensated for these overtime hours.

19 92. Further, during the relevant time period, Defendants issued non-  
20 discretionary payments to the other class members (in the forms of non-  
21 discretionary bonuses, shift differential payments, incentives, commissions,  
22 service charge payments, and other forms of non-discretionary payments) that  
23 should have been included in Plaintiff and the other class members' regular rates  
24 of pay when calculating overtime. However, Defendants failed to implement a  
25 practice of doing this. Defendants thus failed to include all non-discretionary  
26 incentive payments in the regular rate of pay for purposes of overtime.

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93. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members at all or at the correct rate. Defendants had a policy and practice of requiring employees to change into their full uniforms prior to clocking in. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

94. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

**(Violation of California Labor Code §§ 226.7 and 512(a))**

**(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

97. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

98. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more

than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

99. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

100. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

101. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

102. During the relevant time period, Plaintiff and the other class members' meal periods were missed, shortened, late, and/or were interrupted due to Defendants' uniform policy and practice of prioritizing rendering quick and efficient service to all resort guests; as well as because Defendants required them to perform work duties including, but not limited to, providing customer service to clients and serving food and beverages at events at the employer's facilities. Defendants' customer service policy also did not permit Plaintiff and other class members to abandon a customer they were attending to in order to take an uninterrupted meal period of no less than thirty (30) minutes before the end of their fifth hour of work. Due to this policy, Plaintiff and the other class members were

1 regularly denied the opportunity to take their meal breaks, had their meal breaks  
2 interrupted by management with work-related questions and instructions, and/or  
3 were regularly required to end their meal breaks before thirty (30) minutes had  
4 elapsed in order to provide immediate service to guests. By way of example,  
5 Plaintiff was required to serve food and beverages at events that lasted at least 6  
6 hours. Often times, when Plaintiff was working these events, he was not authorized  
7 or permitted to take a full, uninterrupted, timely thirty (30) minute meal break. As  
8 another example, Plaintiff and the other class members were regularly scheduled  
9 to staff events. On those days, Plaintiff and other class members were required to  
10 report to work at 4:30 p.m. and were unable to take a meal break until the event  
11 ended at 10 p.m., as they were not permitted to take breaks while working an event.  
12 As another example, when working in Defendants' restaurants, Plaintiff and other  
13 class members were required to report to work at 4:30 p.m. and were unable to take  
14 a meal break until the last table of customers had finished their meal, which was  
15 often as late as 10 p.m.

16 103. For example, during the relevant time period, Plaintiff was required to  
17 arrive at work between 2:45 p.m. and 4:15 p.m. and immediately begin setting up.  
18 Once he was finished setting up, Plaintiff would ask his managers if he could take  
19 his meal break. At least three times a week, this request was denied, and he was  
20 told that he was only permitted to "quickly get food and come back", rather than  
21 taking the full thirty (30) minutes to which he was entitled by law, because his  
22 managers, in accordance with Defendants' uniform policies and practices, required  
23 him to stay and wait for guests to arrive so that he could begin serving them  
24 immediately. Once guests arrived, Plaintiff was not allowed to take a full,  
25 uninterrupted thirty (30) minute break until all guests were finished dining and the  
26 room was empty, which was often as late as 10:30 p.m.

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104. Defendants interrupted Plaintiff and the other class members during purported meal periods with business-related inquiries, instructions for tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks. For example, in one instance, Plaintiff was working as a server for a wedding party held in one of Defendants' banquet rooms. During his shift, after setting up the banquet room, he was taking his meal break in the employee break room when his manager entered the break room to notify him that there had been change in the number of guests at the event and that he would need to end his break early to make changes to the set-up. As another example, at least twice a week while clocked out for his meal break in the employee break room, Plaintiff was approached by superiors and told that a party had just finished eating one course of their meal and that he was required to clear their plates immediately to prepare for their next course. On these occasions, Plaintiff was instructed to address these issues immediately, requiring him to end his lunch break before thirty (30) minutes had elapsed.

105. As a result, Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

106. As a result, during the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

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107. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7. Specifically, during the pay period ending on November 24, 2017, Plaintiff worked three shifts longer than five (5) hours during which he was not provided uninterrupted meal periods of not less than thirty (30) minutes and did not waive these legally mandated meal periods by mutual consent. However, he did not receive premium pay for any of these three missed meal periods.

108. In addition, when Defendants paid meal period premiums to Plaintiff and the other class members, the premiums were paid at Plaintiff's and the other class members' base hourly rate, rather than at their respective regular rates of pay. Specifically, during the relevant time period, Defendants issued non-discretionary payments to the other class members (in the forms of non-discretionary bonuses, shift differential payments, incentives, commissions, service charge payments, and other forms of non-discretionary payments) that should have been included in Plaintiff and other class members' regular rates of pay for purposes of calculating meal and rest period premiums pursuant to California Labor Code section 226.7. However, Defendants failed to implement a practice of doing this. Defendants thus failed to include all non-discretionary incentive payments in the regular rate of pay for purposes of meal and rest period premiums pursuant to California Labor Code section 226.7.

109. Despite being aware of the need to adjust the regular rate of pay for purposes of overtime payments, Defendants did not do so for purposes of calculating meal period premiums paid to Plaintiff and the other class members.

110. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

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111. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

### **THIRD CAUSE OF ACTION**

#### **(Violation of California Labor Code § 226.7)**

#### **(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

114. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

115. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

116. During the relevant time period, Defendants required Plaintiff and other class members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

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117. During the relevant time period, Defendants did not provide Plaintiff and the other class members ten (10) minute rest periods when they worked shifts of at least three and one-half (3 ½) hours but less than four (4) hours in length. By way of example, Plaintiff was required to serve food and beverages at events that lasted at least 6 hours. Often times when Plaintiff was working these events, he was not authorized or permitted to take a full, uninterrupted, timely, and off-duty rest period.

118. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or were interrupted due to Defendants' uniform policy and practice of prioritizing rendering quick and efficient service to all resort guests. Due to this policy, Plaintiff and the other class members were regularly denied the opportunity to take a timely, uninterrupted rest period of no less than ten (10) minutes for each four hours, or major fraction thereof, worked, because management interrupted their rest breaks for work-related questions and instructions, and/or regularly required them to end their rest breaks before ten (10) minutes had elapsed in order to provide immediate service to guests.

119. Defendants' customer service policy also did not permit Plaintiff and other class members to abandon a customer they were attending to in order to take a timely, uninterrupted rest period of no less than ten (10) minutes for each four hours, or major fraction thereof, worked. For example, during the relevant time period, Plaintiff was scheduled to staff private events in Defendants' banquet room once a week. On those days, he was required to report to work between 2:45 p.m. and 4:00 p.m. and immediately began setting up the banquet room. Once he was finished setting up the banquet room, Plaintiff regularly asked his manager if he could take a ten (10) minute rest break and was denied, because, in accordance with Defendants' uniform policies and practices, management required him to wait for guests to arrive so that he could begin serving them immediately. Once guests did arrive, Plaintiff was not allowed to take a full, uninterrupted ten (10) minute break

until all guests were finished dining and the room was empty, which was often as late as 10:30 p.m. As another example, Plaintiff and the other class members were regularly scheduled to staff events. On those days, Plaintiff and other class members were required to report to work at 4:30 p.m. and were unable to take a rest break until the event ended at 10 p.m., as they were not permitted to take breaks while working at an event. As another example, when working in Defendants' restaurants, Plaintiff and other class members were required to work at 4:30 p.m. and were unable to take a rest break until the last table of customers had finished their meal, which was often as late as 10 p.m.

120. Defendants interrupted Plaintiff and the other class members during purported rest periods with business-related inquiries, instructions for tasks, and/or to require them to return to work before a full ten (10) minutes elapsed to complete or begin tasks. For example, at least once a week while Plaintiff was attempting to take a rest break in the employee break room, management entered the room and instructed him to complete additional set up immediately. As another example, at least three times a week while Plaintiff was attempting to take a rest break in the employee break room, management entered the room and told him that a table he was serving needed him. On these occasions, Plaintiff was instructed to end go back to work immediately, requiring him to end his rest break before ten (10) minutes had elapsed.

121. As a result, Defendants failed to provide, authorize, and/or permit Plaintiff and other class members to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3 ½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

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122. As a result, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. For example, throughout their employment with Defendants, although Plaintiff was not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, he was not provided with rest period premium payments.

123. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

124. In addition, when Defendants paid rest period premiums to Plaintiff and the other class members, the premiums were paid at Plaintiff's and the other class members' base hourly rate, rather than at their respective regular rates of pay. Specifically, during the relevant time period, Defendants issued non-discretionary payments to the other class members (in the forms of non-discretionary bonuses, shift differential payments, incentives, commissions, service charge payments, and other forms of non-discretionary payments) that should have been included in Plaintiff and other class members' regular rates of pay for purposes of calculating meal and rest period premiums pursuant to California Labor Code section 226.7. However, Defendants failed to implement a practice of doing this. Defendants thus failed to include all non-discretionary incentive payments in the regular rates of pay for purposes of meal and rest period premiums pursuant to California Labor Code section 226.7.

125. Despite being aware of the need to adjust the regular rate of pay for purposes of overtime payments, Defendants did not do so for purposes of calculating rest period premiums paid to Plaintiff and the other class members.

126. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

127. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 1194, 1197, and 1197.1) (Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

128. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

129. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

130. During the relevant time period, Defendants' policies and practices, including their Employee Handbook, required Plaintiff and the other class members to park in a specific parking lots designated for employees, and prohibited them from using the main roads to enter these lots in their vehicles, instead requiring them to take a detour through a residential area. This detour took up to four (4) minutes longer than it would have taken employees had they been able to access the lots through the main road. These lots were a significant distance from the facilities, requiring Plaintiff and other class members to walk a significant distance just to reach their place of work. For example, before every shift, Plaintiff was required to park in the designated employee lot from which it took him approximately five minutes to reach the time clock that he was required to use. During this portion of the commute to work, Defendants exercised control over Plaintiff and the other class members and, thus, were required to compensate Plaintiff and the other class members for time spent under Defendants' control.

131. During the relevant time period, Plaintiff and the other class members were required by Defendants to wear uniforms while working. Defendants had a policy and practice of requiring that Plaintiff and the other class members clock in for work in clean uniforms daily, requiring them to put their uniforms in the laundry at Defendants' facilities. As such, plaintiff and the other class members were forced to keep their uniforms in their lockers or with the laundry facilities at work and change into them upon arrival for their scheduled shift before clocking in, and to change out of their uniforms and bring them to the laundry after clocking out. For example, at least once a week, Plaintiff had to first walk to the housekeeping building to pick up his clean uniforms before clocking in for his shift. Further, at least once a week, Plaintiff had to walk to the housekeeping building to drop off his dirty uniforms after clocking out.

132. During the relevant time period, Defendants' policies, including the Employee Handbook, required Plaintiff and the other class members to have all personal belongings put away while working. As such, Plaintiff and the other class members were required to put their personal belongings away in the lockers assigned to them by Defendants at Defendants' facilities upon arrival for their scheduled shifts before clocking in, and to go to their designated lockers and take out their personal belongings after clocking out.

133. During the relevant time period, Defendants' uniform policies and practices, including the Employee Handbook, required all employees be in full uniform and ready to begin work prior to clocking in for their shifts, and requiring all employees to clock out immediately after their scheduled shift was complete. As a result, during the relevant time period, Plaintiff and the other class members were required to pick up their uniforms from the laundry, go to their lockers to change, and to store their personal belongings before they were allowed to clock in for their scheduled shifts. Additionally, as a result of this policy and practice, Plaintiff and the other class members were required to clock out before closing out

their tables, calculating tips, going to their designated lockers to change out of their uniforms and collect their personal belongings, and dropping their dirty uniforms off at the laundry. Specifically, before every shift, Plaintiff was required to travel on company approved routes to the employee parking lot; walk to the building where the lockers were located; walk downstairs to his designated employee locker; change into his uniform shirt, pants, and apron; put away his phone, keys, and wallet; and walk back upstairs to the time clock before clocking in. Further, after every shift, Plaintiff was required to clock out before walking downstairs to his designated employee locker; changing out of his uniform shirt, pants, and apron; retrieving his phone, keys, and wallet; and walking back upstairs to exit the building and travel to the employee parking lot and through company approved routes after clocking out.

134. During the relevant time period, Defendants' policies and practices, including their Employee Performance Reviews, required employees to ensure guests enjoy a leisurely conclusion to their meals. As a result of these policies and practices, Plaintiff and the other class members were required to continue working as long as necessary until all guests were finished dining and closing procedures had been completed. Specifically, Plaintiff was regularly scheduled to work shifts beginning anywhere from 1:00 p.m. to 4:30 p.m. and required to continue working until 11:00 p.m. or later.

135. During the relevant time period, Defendants' policies and practices, including their Employee Performance Reviews and Employee Handbook, required employees to prioritize rendering quick and efficient service to all resort guests. Due to these policies and practices, Plaintiff and the other class members were regularly approached by managers while clocked out for their meal breaks and required to provide immediate service to guests while off the clock. For example, at least twice a week while clocked out for his meal break in the employee break room, Plaintiff was approached by superiors and told that a party had just

1 finished eating one course of their meal and that he was required to clear their  
 2 plates immediately to prepare for their next course. Further, at least once a week  
 3 while clocked out for his meal break in the employee break room, Plaintiff was  
 4 approached by superiors and told that he needed to complete additional set up  
 5 immediately. On these occasions, Plaintiff was instructed to address these issues  
 6 immediately and to remain clocked out while doing so.

7 136. As a result of Defendants’ policies and practices, during the relevant  
 8 time period, Plaintiff and the other class members were required to work off-the-  
 9 clock prior to clocking in on a weekly basis, including accessing employee parking  
 10 lots through a specific, longer route; walking significant distances from the  
 11 employee parking lots to reach their places of work; picking up uniforms from the  
 12 laundry; traveling to their designated employee lockers and putting on uniforms  
 13 and/or putting away personal belongings to become “work ready”; providing  
 14 immediate service to dining guests, setting up the banquet room before being given  
 15 the opportunity to clock in for shifts; cleaning up and taking linens out to the linen  
 16 closet, calculating tips, and completing paperwork and required reports at after  
 17 clocking out at the end of their shifts.

18 137. As a result of Defendants’ policies and practices, during the relevant  
 19 time period, Plaintiff and the other class members were required to work off-the-  
 20 clock after clocking out on a weekly basis, including leaving the employee parking  
 21 lots through a specific, longer route; walking significant distances to the employee  
 22 parking lots; taking off uniforms; collecting personal belongings from lockers;  
 23 taking uniforms to the laundry; calculating tips; and closing out tables.

24 138. For example, at least once a week, Plaintiff was required to be “work  
 25 ready” and clocked in by 3:00 p.m. This required Plaintiff to get to Defendants’  
 26 facilities by 2:45 p.m., as, upon arriving, he was required to drive past the resort  
 27 onto a detour through a small, windy, residential street in order to reach the  
 28 designated employee parking lot where he was required to park. Once parked in

the lot, he was required to walk to the housekeeping building to pick up his uniform, walk to the building that housed his designated employee locker, travel downstairs to the locker room, change into his uniform shirt, pants, and apron that he was required to wear as a server, and store his phone, wallet, and other personal belongings inside of his designated employee locker. After this, Plaintiff would go back upstairs and clock in, and begin various set-up tasks, such as setting up large tables, cleaning up surrounding areas, and polishing silverware and glassware. As soon as he finished setting up, he was required to wait for guests to arrive and be ready to greet them. Plaintiff would not be permitted to begin cleaning up until all guests were done dining and the dining room was empty, which did not happen until approximately 10:30 p.m. Once guests were finished dining and the dining room was empty, Plaintiff cleaned up, which included clearing off tables, bussing all dishware and silverware, taking all linens off the tables and putting them in the linen bags, wiping down tables, breaking down tables, putting tables and chairs back in their designated areas, and taking out the garbage. Plaintiff was also required to calculate and report his tips in order to close out his tables before leaving and was told by management to clock out before doing this. After clocking out and closing out his tables, Plaintiff was then required to go back to the locker room, put his uniform in the laundry, collect his personal belongings, walk back to the employee parking lot, and exit the lot through the same residential street from which he was required to enter the lot each day. As a result, Plaintiff performed work off the clock for which he was not compensated.

139. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties, including, but not limited to, accessing and leaving employee parking

lots through a specific, longer route; walking significant distances from the employee parking lots to reach their places of work and back; traveling to their designated employee lockers and putting on uniforms and/or putting away personal belongings to become “work ready”; traveling to their designated employee lockers, collecting personal belongings, taking off uniforms; dropping off and picking up uniforms from the laundry; calculating tips; closing out tables; and providing immediate service to guests.

140. During the relevant time period, Defendants required Plaintiff and the other class members to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiff and other class members half the usual or scheduled day’s work in an amount no less than two (2) hours at the employees’ regular rates of pay for workdays in which Plaintiff and the other class members reported to work and were furnished less than half the usual or scheduled day’s work, and Defendants failed to pay Plaintiff and other class members for two (2) hours at the employees’ regular rates of pay on days in which Plaintiff and other class members were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting. Specifically, Defendants maintained a uniform policy requiring Plaintiff and the other class members to call-in and/or be available to receive calls two (2) hours prior to the start of their scheduled shift to find out whether or not they would be coming in to work their scheduled shift that day and did not pay the requisite reporting time pay at the regular rate of pay on days when Plaintiff and the other class members called in and were not put to work.

141. Defendants’ failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well

as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

142. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

143. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

### **FIFTH CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 201 and 202)**

#### **(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

144. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 143, and each and every part thereof with the same force and effect as though fully set forth herein.

145. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

146. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who were discharged their wages, earned and unpaid, immediately at the time of their discharge. Plaintiff was not paid at the time of his discharge wages earned and unpaid throughout his employment, including but not limited to, minimum wages for time worked off-

the-clock to perform work duties including donning and doffing, responding to business-related inquiries, and completing time-sensitive company deadlines and for meal and rest period premium payments.

147. Plaintiff was not paid at the time of his separation all wages earned and unpaid throughout his employment, including but not limited to, minimum wages and overtime wages for time worked off-the-clock and meal and rest period premium payments for short, late, interrupted, and/or missed meal and rest periods.

148. During the relevant time period, Defendants intentionally and willfully failed to pay other class members who quit their employment with Defendants with less than seventy-two (72) hours' notice their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Other class members were not given at the time of leaving Defendants' employ all of the wages earned and unpaid throughout their employment, including but not limited to, overtime and minimum wages for time worked off-the-clock performing work duties, including, but not limited to, setting up the banquet room before being given the opportunity to clock in for shifts; accessing and leaving employee parking lots through a specific, longer route; walking significant distances from the employee parking lots to reach their places of work and back; cleaning up and taking linens out to the linen closet; traveling to their designated employee lockers and putting on uniforms and/or putting away personal belongings to become "work ready"; traveling to their designated employee lockers, collecting personal belongings, taking off uniforms; dropping off and picking up uniforms from the laundry; calculating tips; completing paperwork and required reports at after clocking out at the end of their shifts; closing out tables; and providing immediate service to guests; unpaid or incomplete meal and rest period premiums for meal and rest periods that were short, late, interrupted, and/or missed at the direction of Defendants; and unpaid reporting time pay due to Defendants' call-in policy.

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149. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

150. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

151. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

### **SIXTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 204)**

#### **(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

152. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 151, and each and every part thereof with the same force and effect as though fully set forth herein.

153. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

154. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and

1 the 10th day of the following month.

2 155. At all times herein set forth, California Labor Code section 204  
3 provides that all wages earned for labor in excess of the normal work period shall  
4 be paid no later than the payday for the next regular payroll period.

5 156. During the relevant time period, Defendants intentionally and  
6 willfully failed to pay Plaintiff and the other class members all wages due to  
7 them, within any time period permissible under California Labor Code section  
8 204.

9 157. Plaintiff and the other class members are entitled to recover all  
10 remedies available for violations of California Labor Code section 204.

### 11 **SEVENTH CAUSE OF ACTION**

#### 12 **(Violation of California Labor Code § 226(a))**

#### 13 **(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1** 14 **through 100)**

15 158. Plaintiff incorporates by reference the allegations contained in  
16 paragraphs 1 through 157, and each and every part thereof with the same force and  
17 effect as though fully set forth herein.

18 159. At all material times set forth herein, California Labor Code section  
19 226(a) provides that every employer shall furnish each of his or her employees an  
20 accurate itemized statement in writing showing (1) gross wages earned, (2) total  
21 hours worked by the employee, (3) the number of piece-rate units earned and any  
22 applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
23 deductions, provided that all deductions made on written orders of the employee  
24 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
25 dates of the period for which the employee is paid, (7) the name of the employee  
26 and his or her social security number, (8) the name and address of the legal entity  
27 that is the employer, and (9) all applicable hourly rates in effect during the pay  
28 period and the corresponding number of hours worked at each hourly rate by the

1 employee. The deductions made from payments of wages shall be recorded in ink  
2 or other indelible form, properly dated, showing the month, day, and year, and a  
3 copy of the statement or a record of the deductions shall be kept on file by the  
4 employer for at least three years at the place of employment or at a central location  
5 within the State of California.

6 160. Defendants have intentionally and willfully failed to provide Plaintiff  
7 and the other class members with complete and accurate wage statements. The  
8 deficiencies include but are not limited to: the failure to include the accurate total  
9 number of hours worked by Plaintiff and the other class members and the gross and  
10 net wages actually earned. As the employer willfully requiring work to be  
11 performed off-the-clock and failing to provide, authorize, and/or permit meal and  
12 rest periods or to pay the premium wages owed for such failure, Defendants had  
13 the information necessary to provide wage statements that accurately reflected the  
14 total number of hours actually worked and the actual gross and net wages that were  
15 earned, yet failed to do so on a systematic basis and instead provided wage  
16 statements that did not reflect the time worked off-the-clock or any meal and/or  
17 rest period premiums earned.

18 161. As a result of Defendants' violation of California Labor Code section  
19 226(a), Plaintiff and the other class members have suffered injury and damage to  
20 their statutorily protected rights. Because Plaintiff and the other class members'  
21 wage statements did not reflect the accurate number of regular hours worked,  
22 Plaintiff and the other class members were unable to determine the total amount of  
23 hours they worked, were unable to determine the total amount of compensation  
24 they were owed and were unable to verify they were paid the proper amount. In  
25 order to determine how much Plaintiff and the other class members should have  
26 been paid, Plaintiff and the other class members would have had to engage in  
27 discovery and mathematical computations in order to reconstruct the missing  
28 information.

1           162. More specifically, Plaintiff and the other class members have been  
2 injured by Defendants' intentional and willful violation of California Labor Code  
3 section 226(a) because they were denied both their legal right to receive, and their  
4 protected interest in receiving, accurate and itemized wage statements pursuant to  
5 California Labor Code section 226(a).

6           163. Plaintiff and the other class members are entitled to recover from  
7 Defendants the greater of their actual damages caused by Defendants' failure to  
8 comply with California Labor Code section 226(a), or an aggregate penalty not  
9 exceeding four thousand dollars per employee.

10           164. Plaintiff and the other class members are also entitled to injunctive  
11 relief to ensure compliance with this section, pursuant to California Labor Code  
12 section 226(h).

13           165. As a result of Defendants' violation of California Labor Code section  
14 226(a), Plaintiff and the other class members have suffered injury and damage to  
15 their statutorily protected rights.

16           166. More specifically, Plaintiff and the other class members have been  
17 injured by Defendants' intentional and willful violation of California Labor Code  
18 section 226(a) because they were denied both their legal right to receive, and their  
19 protected interest in receiving, accurate and itemized wage statements pursuant to  
20 California Labor Code section 226(a).

21           167. Plaintiff and the other class members are entitled to recover from  
22 Defendants the greater of their actual damages caused by Defendants' failure to  
23 comply with California Labor Code section 226(a), or an aggregate penalty not  
24 exceeding four thousand dollars per employee.

25           168. Plaintiff and the other class members are also entitled to injunctive  
26 relief to ensure compliance with this section, pursuant to California Labor Code  
27 section 226(h).

28 ///

**EIGHTH CAUSE OF ACTION****(Violation of California Labor Code § 1174(d))****(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1 through 100)**

169. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 168, and each and every part thereof with the same force and effect as though fully set forth herein.

170. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

171. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

172. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

173. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

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**NINTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 2800 and 2802)**

**(Against HV GLOBAL MANAGEMENT CORPORATION and DOES 1  
through 100)**

174. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 173, and each and every part thereof with the same force and effect as though fully set forth herein.

175. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

176. Plaintiff and the other class members incurred necessary business-related expenses and costs throughout the duration of their employment that were not fully reimbursed by Defendants, including but not limited to purchasing and maintaining clothing in compliance with Defendants' dress code and using personal phones for business-related purposes.

177. During the relevant time period, Defendants maintained a policy and requiring Plaintiff and the other class members to call-in and/or be available to receive calls on their personal cell phones two (2) hours prior to the start of their scheduled shift to find whether they would need to come into work on any given day or not. Due to this policy, Plaintiff and the other class members were required to use their personal cell phones almost every day. This was because they were often on standby, such that Defendants would call Plaintiff and other class members on their personal cell phones in order to inform them of whether they would need to come into work on any given day or not. Plaintiff and other class members could not avoid Defendants' calls or text messages and were required to stand-by and respond to Defendants via call or text message. For example, while Plaintiff was scheduled to work five (5) to six (6) days a week, his schedule was always subject

1 to change up until as little as forty-five (45) minutes before his shift was scheduled  
2 to start, depending on the number of reservations and the number of other servers  
3 who would be working that shift. As such, Plaintiff was required to wait for  
4 Defendants' call anywhere between two (2) hours and forty-five (45) minutes prior  
5 to his scheduled start time. Often, he did not receive a call and had no choice but to  
6 call in himself. Despite Defendants' knowledge that their policy required Plaintiff  
7 and the other class members to use their personal cell phones for business-related  
8 purposes on a daily basis, Defendants failed to reimburse Plaintiff and the other class  
9 members for their personal cell phone usage.

10 178. During the relevant time period, Defendants had a policy of allowing  
11 Plaintiff and other class members to clock-in or clock-out using a program on their  
12 personal cell phones. Despite this, Defendants did not reimburse Plaintiff and the  
13 other class members for cell phone usage to clock in and out.

14 179. During the relevant time period, Plaintiff and other class members  
15 were required to purchase and maintain specific clothing in order to comply with  
16 Defendants' dress code, including but not limited to, non-slip shoes and clothing  
17 of a particular color that could only be used for work purposes.

18 180. During the relevant time period, Plaintiff and the other class members  
19 were required by Defendants to wear uniforms while working. They were required  
20 to show up ready to work in clean uniforms every day. Defendants only provided  
21 Plaintiff and the other class members with one set of clothing items for their  
22 uniforms but were aware that it was necessary for Plaintiff and the other class  
23 members to buy additional sets of clothing items for their uniforms, as well as items  
24 not provided by Defendants such as non-slip shoes. Defendants told Plaintiff and  
25 the other class members if they purchased additional sets of clothing items and  
26 shoes for their uniforms and submitted their receipts to management, they would  
27 be reimbursed for those items. However, Defendants failed to reimburse the costs  
28 of these items as promised. For example, Plaintiff was required to arrive at the

beginning of every shift wearing a black shirt, black tie, black pants, and non-slip shoes. Defendants provided him one shirt and one apron and told him that if he needed to buy additional shirts and/or aprons, he could submit his receipts to management and receive a reimbursement in his next paycheck. Plaintiff was also told to buy his own pants and shoes for his uniform and submit his receipts for those items to management to receive a reimbursement in his next paycheck. During the relevant time period, Plaintiff purchased approximately six (6) shirts and three (3) pairs of pants and one (1) pair of non-slip shoes and submitted his receipts to management but was never reimbursed for the costs of those items.

181. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

182. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

### **TENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, et seq.)  
 (Against HV GLOBAL MANAGEMENT CORPORATION, and DOES 1  
 through 100)**

183. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 182, and each and every part thereof with the same force and effect as though fully set forth herein.

184. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure

1 section 1021.5.

2 185. Defendants' activities as alleged herein are violations of California law,  
3 and constitute unlawful business acts and practices in violation of California  
4 Business & Professions Code section 17200, *et seq.*

5 186. A violation of California Business & Professions Code section 17200,  
6 *et seq.* may be predicated on the violation of any state or federal law. In this instant  
7 case, Defendants' policies and practices of requiring employees, including Plaintiff  
8 and the other class members, to work overtime without paying them proper  
9 compensation violate California Labor Code sections 510 and 1198. Additionally,  
10 Defendants' policies and practices of requiring employees, including Plaintiff and  
11 the other class members, to work through their meal and rest periods without paying  
12 them proper compensation violate California Labor Code sections 226.7 and 512(a).  
13 Defendants' policies and practices of failing to pay minimum wages violate  
14 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants'  
15 policies and practices of failing to timely pay wages to Plaintiff and the other class  
16 members violate California Labor Code sections 201 and 202. Defendants also  
17 violated California Labor Code sections 226(a), 2800 and 2802. Defendants also  
18 failed to properly pay reporting time pay in violation of California Labor Code  
19 section 1198, and the applicable IWC Wage Order(s).

20 187. As a result of the herein described violations of California law,  
21 Defendants unlawfully gained an unfair advantage over other businesses.

22 188. Plaintiff and the other class members have been personally injured by  
23 Defendants' unlawful business acts and practices as alleged herein, including but not  
24 necessarily limited to the loss of money and/or property.

25 189. Pursuant to California Business & Professions Code sections 17200, *et*  
26 *seq.*, Plaintiff and the other class members are entitled to restitution of the wages  
27 withheld and retained by Defendants during a period that commences November 3,  
28 2017; an award of attorneys' fees pursuant to California Code of Civil procedure

1 section 1021.5 and other applicable laws; and an award of costs.

2 190. Pursuant to California Business & Professions Code section 17208, any  
3 action to enforce a claim under California Business & Professions Code sections  
4 17200, *et seq.* must be brought within four years after the cause of action accrued.  
5 The statute of limitations for violations of California Labor Code provisions  
6 providing a remedy other than a penalty is three years. Thus, for the period from  
7 November 3, 2017 to November 3, 2018, there is no adequate remedy at law for  
8 Defendants' violations of the California Labor Code.

9 **ELEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 2698, *et seq.*)**

11 **(Against HV GLOBAL MANAGEMENT CORPORATION, and DOES 1**  
12 **through 100)**

13 191. Plaintiff incorporates by reference the allegations contained in  
14 paragraphs 1 through 9 and 16 through 182, and each and every part thereof with the  
15 same force and effect as though fully set forth herein.

16 192. Labor Code section 2699(f) provides, in pertinent part: "For all  
17 provisions of this code except those for which a civil penalty is specifically  
18 provided, there is established a civil penalty for a violation of these provisions, as  
19 follows: . . . If, at the time of the alleged violation, the person employs one or more  
20 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved  
21 employee per pay period for the initial violation and two hundred dollars (\$200)  
22 for each aggrieved employee per pay period for each subsequent violation."

23 193. Labor Code section 2699(g)(1) provides, in pertinent part: "[A]n  
24 aggrieved employee may recover the civil penalty described in subdivision (f) in a  
25 civil action . . . filed on behalf of himself or herself and other current or former  
26 employees against whom one or more of the alleged violations was committed.  
27 Any employee who prevails in any action shall be entitled to an award of  
28 reasonable attorney's fees and costs."

194. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

195. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

196. Plaintiff is an aggrieved employee as defined by Labor Code section 2699(a). Specifically, Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt hourly employee in California.

197. During the applicable limitations period, Defendants have violated various provisions of the California Labor Code and applicable IWC Wage Order(s), including, *inter alia*, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2800, 2802, and 2802.1, and the applicable IWC Wage Order(s), for which Plaintiff seeks civil penalties.<sup>1</sup>

a. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and 2802, Plaintiff seeks civil penalties as follows: one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each

<sup>1</sup> 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., 23 Cal.App.5th 745 (2018).

subsequent violation (penalties set by Labor Code § 2699(f)(2));

b. For violations of California Labor Code § 203, Plaintiff seeks civil penalties as follows: a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

c. For violations of California Labor Code § 204, Plaintiff seeks civil penalties as follows: one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or

d. For violations of California Labor Code § 226(a), if this action is deemed to be an initial citation, Plaintiff seeks civil penalties as follows: two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

e. For violation of California Labor Code §§ 510 and 512, Plaintiff seeks civil penalties as follows: fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

f. For violations of California Labor Code § 1197, Plaintiff seeks civil penalties as follows: one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the

1 initial violation was intentional (penalties set by Labor Code § 1197.1);

2 g. Pursuant to California Labor Code § 2699(g), Plaintiff seeks  
3 an award of reasonable attorneys' fees and costs in connection with Plaintiff's  
4 claims for civil penalties.

5 198. Plaintiff, on behalf of himself and all other aggrieved employees,  
6 requests civil penalties against Defendants for violations of the Labor Code, as  
7 provided under Labor Code section 2699(f), plus reasonable attorneys' fees and  
8 costs, as provided under California Labor Code sections 210, 218.5 and 2699(g),  
9 in amounts to be proven at trial.

#### 10 **Failure to Pay Overtime**

11 199. Defendants' failure to pay legally required overtime wages to Plaintiff  
12 and the other aggrieved employees is in violation of the Wage Orders and California  
13 Labor Code sections 510 and 1198.

#### 14 **Failure to Provide Meal Periods**

15 200. Defendants' failure to provide legally required meal periods to  
16 Plaintiff and the other aggrieved employees is in violation of the Wage Orders and  
17 California Labor Code sections 226.7 and 512(a).

#### 18 **Failure to Provide Rest Periods**

19 201. Defendants' failure to provide legally required rest periods to Plaintiff  
20 and the other aggrieved employees is in violation of the Wage Orders and  
21 California Labor Code section 226.7.

#### 22 **Failure to Pay Minimum Wages**

23 202. Defendants' failure to pay legally required wages to Plaintiff and the  
24 other aggrieved employees is in violation of the Wage Orders and California Labor  
25 Code sections 1194, 1197, 1197.1, and 1198.

#### 26 **Failure to Timely Pay Wages Upon Termination**

27 203. Defendants' failure to timely pay wages to Plaintiff and the other  
28 aggrieved employees upon termination is in violation of California Labor Code

1 sections 201 and 202.

2 **Failure to Timely Pay Wages During Employment**

3 204. Defendants' failure to timely pay wages to Plaintiff and the other  
4 aggrieved employees during employment is in violation of California Labor Code  
5 section 204.

6 **Failure to Provide Complete and Accurate Wage Statements**

7 205. Defendants' failure to provide complete and accurate wage statements  
8 to Plaintiff and the other aggrieved employees is in violation of California Labor  
9 Code section 226(a).

10 **Failure to Pay Reporting Time Pay**

11 206. Defendants' failure to pay reporting time pay to Plaintiff and the other  
12 aggrieved employees is in violation of the Wage Orders and California Labor Code  
13 section 1198.

14 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

15 207. Defendants' failure to reimburse Plaintiff and the other aggrieved  
16 employees for necessary business-related expenses and costs is in violation of  
17 California Labor Code sections 2800 and 2802.

18 208. Pursuant to California Labor Code section 2699(i), civil penalties  
19 recovered by aggrieved employees shall be distributed as follows: seventy-five  
20 percent (75%) to the LWDA for the enforcement of labor laws and education of  
21 employers and employees about their rights and responsibilities and twenty-five  
22 percent (25%) to the aggrieved employees.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, individually, and on behalf of other members of the general  
25 public similarly situated, and on behalf of other aggrieved employees pursuant to  
26 the California Private Attorneys General Act, requests a trial by jury.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

**Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

**As to the First Cause of Action**

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

**As to the Second Cause of Action**

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders

by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants'

1 employ;

2 33. For pre-judgment interest on any unpaid compensation from the date  
3 such amounts were due; and

4 34. For such other and further relief as the Court may deem just and  
5 proper.

6 **As to the Sixth Cause of Action**

7 35. That the Court declare, adjudge and decree that Defendants violated  
8 California Labor Code section 204 by willfully failing to pay all compensation  
9 owed at the time required by California Labor Code section 204 to Plaintiff and  
10 the other class members;

11 36. For all actual, consequential, and incidental losses and damages,  
12 according to proof;

13 37. For pre-judgment interest on any unpaid compensation from the date  
14 such amounts were due; and

15 38. For such other and further relief as the Court may deem just and  
16 proper.

17 **As to the Seventh Cause of Action**

18 39. That the Court declare, adjudge and decree that Defendants violated  
19 the record keeping provisions of California Labor Code section 226(a) and  
20 applicable IWC Wage Orders as to Plaintiff and the other class members, and  
21 willfully failed to provide accurate itemized wage statements thereto;

22 40. For actual, consequential and incidental losses and damages,  
23 according to proof;

24 41. For statutory penalties pursuant to California Labor Code section  
25 226(e);

26 42. For injunctive relief to ensure compliance with this section, pursuant  
27 to California Labor Code section 226(h); and

28 43. For such other and further relief as the Court may deem just and

proper.

**As to the Eighth Cause of Action**

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

**As to the Ninth Cause of Action**

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action**

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class

1 members, failing to pay at least minimum wages to Plaintiff and the other class  
 2 members, failing to pay Plaintiff's and the other class members' wages timely as  
 3 required by California Labor Code section 201, 202 and 204, failing to pay  
 4 reporting time pay required by California Labor Code section 1198 and the  
 5 applicable IWC Wage Order(s), and by violating California Labor Code sections  
 6 226(a), 1174(d), 2800 and 2802.

7 54. For restitution of unpaid wages to Plaintiff and all the other class  
 8 members and all pre-judgment interest from the day such amounts were due and  
 9 payable;

10 55. For the appointment of a receiver to receive, manage and distribute  
 11 any and all funds disgorged from Defendants and determined to have been  
 12 wrongfully acquired by Defendants as a result of violation of California Business  
 13 and Professions Code sections 17200, et seq.;

14 56. For reasonable attorneys' fees and costs of suit incurred herein  
 15 pursuant to California Code of Civil Procedure section 1021.5;

16 57. For injunctive relief to ensure compliance with this section, pursuant  
 17 to California Business and Professions Code sections 17200, et seq.; and

18 **As to the Eleventh Cause of Action**

19 58. For civil penalties and wages pursuant to California Labor Code  
 20 sections 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of  
 21 California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,  
 22 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,  
 23 1198, 1199, 2698, 2699, *et seq.*, 2800, 2802, and 2802.1, and the applicable IWC  
 24 Wage Order(s); and

25 59. For such other and further relief as the Court may deem equitable and  
 26 appropriate.

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**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 Dated: February 16, 2024

**LAWYERS for JUSTICE, PC**

2  
3 By: 

4 Joanna Ghosh  
5 Selena Matavosian  
6 *Attorneys for Plaintiff*  
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