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Attorneys for Plaintiff ERICA GOODEN,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

ERICA GOODEN, on behalf of herself and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

RIVER BEND HOLDINGS, LLC d/b/a
RIVER BEND NURSING CENTER, a
California limited liability company;
CPEHR, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CV2024-0309

Assigned for All Purposes To:
Hon. Timothy L. Fall
Dept.: 11

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

[filed concurrently with Plaintiff's Notice of
Motion and Motion; and [Proposed] Order]

Date: May 14, 2025
Time: 9:00 a.m.
Dept.: 11

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1 civil penalties under PAGA (“PAGA Notice”). On April 8, 2024, Plaintiff filed a First Amended
2 Complaint (“FAC”) adding a tenth cause of action for PAGA penalties under Labor Code §§2698
3 *et seq.* The PAGA Notice is attached hereto as **Exhibit 2**.

4 5. After initiating the Action, the Parties met and conferred regarding the allegations in the
5 Class Action Complaint and PAGA Notice and the enforceability of an arbitration agreement
6 signed by Plaintiff. After much consideration, the Parties agreed to try and resolve the matter
7 through mediation.

8 6. Prior to mediation, Plaintiff conducted comprehensive informal discovery and
9 Defendants provided data and numbers and documents, including a sampling of payroll and
10 timekeeping records and wage statements relating to Plaintiff and Aggrieved Employees,
11 documents containing Defendant River Bend’s wage and hour policies, practices and procedures,
12 and summaries of data pertaining to the number of employees allegedly affected by Defendant
13 River Bend’s wage and hour policies, practices and procedures. The information and data
14 exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations
15 were sufficient to reliably assess the merits of the Parties’ respective positions, to compromise the
16 issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among
17 the Aggrieved Employees that took into consideration the strength of the PAGA claims.

18 **SETTLEMENT NEGOTIATIONS AND TERMS**

19 7. On May 6, 2024, the parties attended an all-day mediation with Lisa Klerman. With the
20 assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for
21 settling this Action that were first memorialized in a Memorandum of Understanding and thereafter
22 in the long-form PAGA Settlement Agreement now before the Court for approval.

23 8. The Parties believe and agree that the Settlement provides for a fair, adequate, and
24 reasonable resolution of the Action and have arrived at the Settlement after extensive, arm’s length
25 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
26 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an
27 independent review of the Settlement by the Court in the approval process will confirm this
28 conclusion.

1 9. For purposes of the Settlement, Aggrieved Employees are defined as: “all individuals
2 who worked for Defendant River Bend Holdings, LLC dba River Bend Nursing Center as non-
3 exempt employees in California at any time during the PAGA Period,” which is “the period from
4 February 2, 2023 through July 10, 2024.” Based on its records, Defendants estimate that there are
5 approximately 278 Aggrieved Employees who worked a total of 3,517 pay periods during the
6 PAGA Period as of the date of mediation.

7 10. The Settlement Agreement requires Defendants to pay a maximum, non-revisionary
8 settlement amount of \$140,000.00 in full and final settlement of all claims alleged in the Action
9 (the “Gross Settlement Amount”). The Gross Settlement Amount will be allocated as follows,
10 pending Court approval:

- 11 a) Attorneys’ fees in the amount not to exceed 1/3 (One-Third) of the Gross
12 Settlement Amount, which is currently estimated to be \$46,666.67 (“PAGA
13 Counsel Fees”), and litigation costs of \$16,085.26 (“PAGA Counsel Costs”);
- 14 b) Administration costs of no more than \$5,490.00 to be paid to the Administrator
15 (“Administration Costs”), Apex, for sending notices and for calculating
16 settlement shares and preparing all checks and mailings; and
- 17 c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
18 after deducting the above costs is approximately \$71,758.07 and shall be
19 designated as PAGA Penalties Payment to be allocated between the LWDA and
20 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
21 (\$53,818.55) being paid to the LWDA (the “LWDA PAGA Payment”) and 25%
22 (\$17,939.52) being paid to the Aggrieved Employees on a pro-rata basis
23 (“Individual PAGA Payment”).

24 11. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
25 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,
26 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
27 taking into consideration the amounts received in other PAGA actions, the risks inherent in
28 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the

1 settlement award he or she will receive. Further, and based on the settlement negotiations, which
2 were extensive and conducted in good faith and at arm's length between attorneys with substantial
3 experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement
4 process in which the parties were forced to make significant compromises in the interest of reaching
5 a full and complete settlement of the lawsuit.

6 **THE STRENGTH OF PLAINTIFF'S CASE**
7 **IN LIGHT OF THE SETTLEMENT AMOUNT**

8 12. Plaintiff alleges that Defendants violated various provisions of California law and seeks
9 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
10 § 2699, specifically, Plaintiff alleged that Defendants:

- 11 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
12 clock” work, such as “pre-shift” work for undergoing Covid-19 screenings, including
13 temperature checks and answering symptom related questionnaires. Additionally,
14 Aggrieved Employees had to frequently assist and provide care to patients, check shift
15 assignments, and wait in line prior to clocking-in. Furthermore, Aggrieved Employees
16 were also not paid for time spent working off-the-clock by receiving phone calls and
17 text messages.
- 18 • Failed to provide the Aggrieved Employees with compliant meal periods because they
19 were frequently interrupted during meal periods, and regularly had to work through their
20 meal periods.
- 21 • Failed to provide the Aggrieved Employees with compliant rest periods as they
22 frequently received interrupted, shortened, or no rest periods.
- 23 • Failed to reimburse the Aggrieved Employees for business expenses, including the use
24 of their personal cell phones for work.
- 25 • Failed to provide accurate wage statements, including the failure to include all hours
26 worked by the Aggrieved Employees.

27 13. Defendants denied and continue to deny all of the claims made by Plaintiff in this Action
28 and contend that they acted at all relevant times in conformance with the law. Defendants contend

1 that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Defendant
2 River Bend prohibited Plaintiff and the Aggrieved Employees from working beyond their
3 scheduled shifts; that Defendant River Bend provided lawfully compliant meal and rest periods
4 (and in fact provided longer breaks than required by law) and that any deviations were at the
5 voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendant
6 River Bend or due to work requirements; that Defendants paid all wages due on a timely basis; that
7 Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that
8 Defendants' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved
9 Employees incurred reasonable business related expenses for which they were not reimbursed.
10 Defendants further contend that their above defenses are supported by their written policies
11 applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately
12 discount the amount recoverable from Defendants in a settlement.

13 **PAGA Penalties**

14 14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain
15 civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of
16 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
17 provided in the statute, those civil penalties are recoverable; where no civil penalties are
18 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
19 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
20 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
21 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
22 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
23 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
24 \$100 per violation applies in the absence of a determination that a violation actually occurred.

25 15. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
26 \$351,700.00, calculated by multiplying the total number of pay periods (3,517) by \$100 per
27 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
28 one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in her damages

1 calculation).

2 16. Case law supports the notion that it is inappropriate to “stack” penalties for multiple
3 violations, particularly when those violations all stem from the same alleged “injury” *Aguirre v.*
4 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
5 Cal.App.4th 562, 577 (2010)). (“One injury gives rise to only one claim for relief...The violation
6 of one primary right constitutes a single cause of action.”; *Crowley v. Katleman*, 8 Cal. 4th 666,
7 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
8 (“There is no authority that “would permit double recovery of essentially the same penalties.”)

9 17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
10 “a court may award a lesser amount than the maximum civil penalty amount specified by this part
11 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
12 award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012)
13 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
14 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
15 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
16 minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No.
17 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),
18 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien,*
19 *Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
20 \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$140,000.00 Gross
21 Settlement Amount in this case, Plaintiff considered various reasons why the Court may reduce any
22 eventual recovery at its discretion, and considered that PAGA penalties are not mandatory but
23 permissive.

24 18. The Gross Settlement Amount of \$140,000.00 is approximately 39.8% of the maximum
25 potential exposure of \$351,700.00. The Gross Settlement Amount therefore represents a strong
26 value at approximately \$39.80 per pay period. From PAGA Counsel’s review of the facts, strengths,
27 and weaknesses of the case, the risks and delays posed by further litigation, PAGA Counsel believes
28 that the recovery for each Aggrieved Employee is fair and reasonable.

REQUEST FOR ATTORNEYS' FEES AND COSTS

19. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **\$46,666.67** and an award of litigation costs to PAGA Counsel of **\$16,085.26**, which is lower than the requested \$20,000.00 "not-to-exceed" amount in the Settlement. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

20. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if it is approved.

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

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

1 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
2 recover is our money, and then only if we are substantially successful; if we are not, all or part of
3 this “investment” can be lost.

4 23. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
5 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
6 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
7 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
8 certain scenarios that exceeds one-third of the recovery. PAGA Counsel’s recent attorneys’ fees
9 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

10 24. PAGA counsel in contingency-fee cases have received attorneys’ fees up to 40% of the
11 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.
12 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-
13 exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County Super. Ct., Case No. 657778),
14 the Honorable Donald E. Smallwood awarded attorneys’ fees in the amount of 38%; in *Abzug v.*
15 *Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William
16 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
17 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
18 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
19 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
20 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
21 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
22 to plaintiffs’ counsel in wage-and-hour class actions that had not proceeded to the class-certification
23 stage.

24 25. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
25 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
26 pay records, employment handbooks, Plaintiff’s personnel file, relevant policies and other
27 documentation, researched the applicable law and potential defenses, constructed damage models
28 based on interpretations of California law, reviewed information provided by Defendants at the

1 mediation, engaged in meet and confer efforts with Defendants, drafted and revised the settlement
2 agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc. conservatively estimates that
3 it invested at least 95.3 hours of attorney time in this matter. Attorney Roman Shkodnik spent
4 approximately 20 hours on this matter and his current billing rate is \$700.00 (12 years out of law
5 school, Laffey Matrix rate of \$948.00). Attorney Amanda Fazio spent approximately 24 hours on
6 this matter and her current billing rate is \$475.00 (2 years out of law school, Laffey Matrix rate of
7 \$473.00). Attorney Emma Geesaman spent approximately 13.3 hours on this matter and her current
8 billing rate is \$425.00 (1 years out of law school, Laffey Matrix rate of \$473.00). Attorney Enoch
9 Kim spent approximately 11 hours on this matter and his current billing rate is \$750.00 (16 years
10 out of law school, Laffey Matrix rate of \$948.00). Attorney Norayr Zakaryan spent approximately
11 27 hours on this matter and his current billing rate is \$400.00 (11 months out of law school, Laffey
12 Matrix rate of \$473.00). The total lodestar for PAGA Counsel is \$50,102.50 (\$14,000.00 for
13 Attorney Roman Shkodnik's time on the case, \$11,400.00 for Attorney Amanda Fazio's time on
14 the case, \$5,652.50 for Emma Geesaman's time on the case, \$8,250.00 for Attorney Enoch Kim's
15 time on the case, and \$10,800.00 for Attorney Norayr Zakaryan's time on the case). Thus, the fee
16 request of \$46,666.67 is less than the amount warranted by the lodestar analysis.

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

19 **EXPERIENCE AND VIEWS OF COUNSEL**

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

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

29. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC

1 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
2 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
3 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
4 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
5 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
6 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
7 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
8 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
9 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
10 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
11 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
12 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo
13 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
14 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.
15 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
16 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
17 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
18 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
19 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
20 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

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

31. Attorney Roman Shkodnik received his Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter.

32. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been settled on better terms than provided under the present settlement agreement given the financial limitations of Defendants.

33. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the Allegedly Aggrieved Employees in the instant action.

SUMMARY

34. The parties agreed to use Apex as the third-party settlement administrator in this case. Apex will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of PAGA Settlement and Release of Claims (“Notice of Settlement”) and calculating and distributing the settlement checks, among other duties. Apex capped its fees at \$5,490.00 for administering the Settlement, and based on PAGA Counsel’s experience in other class and PAGA settlements, Apex’s costs for administering this Settlement are fair and reasonable. The Notice of Settlement is attached hereto as **Exhibit 4**.

35. On April 18, 2025, my office submitted the proposed Settlement and this Motion to the

1 LWDA. Attached hereto as **Exhibit 5** is a true and correct copy of the confirmatory email my office
2 received from the LWDA after submission of the Settlement and Motion.

3 36. I am not aware of any class or other representative action against Defendants in any
4 other court that asserts claims similar to those alleged in the action being settled.

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

7 Executed this 18th day of April, 2025, at Glendale, California.

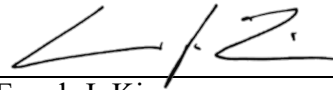
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9 _____
Enoch J. Kim

EXHIBIT 1

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CENTER; CPEHR, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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ERICA GOODEN, an individual, on behalf
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Case No. CV2024-0309

Assigned for All Purposes To:
Hon. Timothy L. Fall
Dept.: 11

**PAGA SETTLEMENT AGREEMENT
AND RELEASE**

Original Complaint filed: February 2, 2024
First Amended Complaint: April 8, 2024
Trial Date: None set

1 This PAGA Settlement Agreement and Release (“Settlement Agreement” or
2 “Settlement”) is made by and between plaintiff Erica Gooden (“Plaintiff”) and Defendants River
3 Bend Holdings, LLC dba River Bend Nursing Center; and CPE HR, Inc. (“Defendants”). The
4 Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants
7 captioned *Erica Gooden v. River Bend Holdings, LLC dba River Bend Nursing Center et al*, Case
8 No. CV2024-0309, filed on February 2, 2024, and pending in Superior Court of the State of
9 California, County of Yolo.

10 1.2. “Administrator” means Apex, the neutral entity the Parties have agreed to appoint to
11 administer the Settlement.

12 1.3. “Administration Costs” means the amount to be paid to the Administrator from the Gross
13 Settlement Amount for administration of this Settlement, not to exceed \$5,490.00.

14 1.4. “Aggrieved Employees” means and includes all individuals who worked for Defendant
15 River Bend Holdings, LLC dba River Bend Nursing Center as non-exempt employees in
16 California at any time during the PAGA Period.

17 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
18 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address,
19 Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

20 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
21 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
22 methods and means including, but not limited to, the National Change of Address database, skip
23 traces, and direct contact by the Administrator with Aggrieved Employees.

24 1.7. “Approval Order” means the Court’s Order Granting Approval of the Settlement.

25 1.8. “Court” means the Superior Court of California, County of Yolo.

26 1.9. “Defendants” mean River Bend Holdings, LLC dba River Bend Nursing Center; and
27 CPE HR, Inc.

28 1.10. “Defense Counsel” means DeCastro Law Group, P.C.

1.11. "Effective Date" means the date on which the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.12. "Gross Settlement Amount" or "GSA" means the non-reversionary payment of \$140,000.00 (One Hundred Forty Thousand Dollars and No Cents), which is the total amount Defendants agree to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administration Costs.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval of the PAGA Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA Counsel Fees and Costs, and Administration Costs. The NSA and the PAGA Penalties are similarly defined, as both are the remainder amount after deductions from the GSA to be paid to the LWDA and Aggrieved Employees as civil penalties under the PAGA.

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.19. "PAGA Counsel" means D.Law, Inc.

1.20. "PAGA Counsel Fees" and "PAGA Counsel Costs" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred in connection with this Action. PAGA Counsel will request approval of an award of attorneys' fees in an amount not to exceed 1/3 (One-Third) of the Gross Settlement Amount (i.e. \$46,666.67), as well as actual reasonable litigation costs in an amount not to exceed Twenty

1 Thousand Dollars (\$20,000.00). Defendants will not oppose PAGA Counsel's request for
2 attorneys' fees and costs in the amount provided for in this paragraph. PAGA Counsel Fees and
3 Costs will be paid out of the Gross Settlement Amount. To the extent that the Court approves less
4 than the amount of attorneys' fees or costs requested, the difference between the requested and
5 awarded amounts will be added to the Net Settlement Amount for payment of the LWDA PAGA
6 Payment.

7 1.21. "PAGA Notice" means Plaintiff's February 2, 2024 letter to Defendants and the LWDA
8 providing notice pursuant to Labor Code section 2699.3, subd.(a).

9 1.22. "PAGA Penalties" means the total PAGA civil penalties payment to be paid from the
10 Gross Settlement Amount and is defined similarly as the NSA, with both calling for an allocation
11 of 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

12 1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
13 worked for Defendants for at least one day during the PAGA Period.

14 1.24. "PAGA Period" means the period from February 2, 2023 through July 10, 2024.

15 1.25. "Plaintiff" means Erica Gooden, the named plaintiff in the Action.

16 1.26. "Released Parties" means: Defendants and their parents, subsidiaries, and affiliates.

17 1.27. "Settlement Notice" means an explanatory letter similar to that attached hereto as
18 Exhibit A to be sent by the Administrator to Aggrieved Employees.

19 **2. RECITALS.**

20 2.1. On February 2, 2024, Plaintiff commenced this Action by filing a Class Action
21 Complaint against Defendants alleging (1) Failure to Pay Minimum Wages; (2) Failure to Pay
22 Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code §
23 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary
24 Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to
25 Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to
26 Labor Code § 203; and (9) Violation of Business and Professions Code § 17200 *et seq.*
27 Simultaneously, Plaintiff gave timely written notice to Defendants and the LWDA by sending the
28 PAGA Notice pursuant to Labor Code § 2699.3(a). Plaintiff filed a First Amended Complaint

1 (“FAC”) adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.* on April
2 8, 2024.

3 2.2. Shortly after initiating the Action, the Parties met and conferred regarding the allegations
4 in the Class Action Complaint and PAGA Notice, and the enforceability of an arbitration
5 agreement signed by Plaintiff. After much consideration, the Parties agreed to try and resolve the
6 matter through mediation. The Parties scheduled a mediation with Lisa Klerman.

7 2.3. On May 6, 2024, the Parties participated in an all-day mediation with Lisa Klerman.
8 After extensive settlement discussions, and with the help of the mediator, the Parties were able to
9 agree to general settlement terms to settle the Action during mediation. The Parties continued to
10 work cooperatively and were able to execute a Memorandum of Understanding setting forth the
11 general settlement terms on May 16, 2024.

12 2.4. The Parties have each independently analyzed and investigated the facts and law relevant
13 to this case through informal discovery, including, but not limited to, the employment policies,
14 procedures, and practices implicated by the FAC and/or the PAGA Notice; a sampling of
15 timekeeping records, payroll records, and wage statements relating to Plaintiff and other non-
16 exempt employees on whose behalf the FAC and/or the PAGA Notice are asserted; and
17 summaries of data pertaining to the number of employees allegedly affected by the policies,
18 procedures, and practices implicated by the FAC and/or the PAGA Notice.

19 2.5. After evaluating the strengths and weaknesses of their respective positions, after
20 considering the time, expense, and risk associated with litigating this case to judgment, and after
21 engaging in arm’s-length settlement negotiations through informed counsel with the assistance of
22 a mediator, the Parties agreed to fully, finally, and exclusively resolve the Released Claims as to
23 Plaintiff and the Aggrieved Employees, as set forth herein and subject to Court approval.

24 2.6. Defendants deny the allegations in the FAC and PAGA Notice, deny any failure to
25 comply with the laws identified in in the FAC and PAGA Notice, and deny any and all liability
26 for the causes of action alleged in the FAC and PAGA Notice.

27 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
28 any other pending matter or action asserting claims that will be extinguished or affected by the

1 Settlement. The parties also entered into a separate individual settlement agreement addressing
2 the general release Plaintiff is providing to Defendants and the related consideration.

3 **3. TERMS OF SETTLEMENT.**

4 3.1. GROSS SETTLEMENT AMOUNT. Defendants will pay a non-reversionary Gross
5 Settlement Amount (“GSA”) in the amount of \$140,000.00 (One Hundred Forty Thousand
6 Dollars) to fully settle, resolve, and extinguish all claims asserted in the Action, including without
7 limitation all claims asserted in the PAGA Notice referenced in Plaintiff’s FAC in the Action.
8 The Parties stipulate and agree that the GSA covers and satisfies all amounts necessary to settle
9 the Action including, without limitation, all PAGA Counsel Fees and Costs, and all
10 Administration Costs. The Administrator will disburse the entire GSA without asking or requiring
11 Aggrieved Employees to submit any claim as a condition of payment. None of the GSA will revert
12 to Defendants. The Parties also entered into a separate individual settlement agreement addressing
13 the general release Plaintiff is providing to Defendants and the related consideration.

14 3.2. FUNDING OF GROSS SETTLEMENT AMOUNT. Defendants shall fully fund the
15 Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days
16 after the Effective Date.

17 3.3. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. The Administrator will
18 make the following payments from the Gross Settlement Amount, in the amounts specified by the
19 Court in the Approval Order:

20 3.3.1. To PAGA Counsel: A payment for PAGA Counsel Fees of not more than 1/3 (One-
21 Third) of the GSA, which is currently estimated to be \$46,666.67, and PAGA Counsel Costs of
22 not more than \$20,000.00. Defendants will not oppose requests for these payments provided that
23 they do not exceed these amounts. In the event the Court approves PAGA Counsel Fees and Costs
24 less than the amounts requested, the Administrator will allocate the remainder to the Net
25 Settlement Amount. The Administrator will pay PAGA Counsel Fees and Costs using one or
26 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on
27 PAGA Counsel Fees and Costs.
28

1 3.3.2. To the Administrator: A payment for Administration Costs not to exceed \$5,490
2 except for a showing of good cause and as approved by the Court. The Parties will not oppose the
3 request for Administration Costs provided that they do not exceed this amount. To the extent
4 Administration Costs are less or the Court approves payment less than \$5,490, the Administrator
5 will retain the remainder in the Net Settlement Amount.

6 3.3.3. PAGA Penalties Payment: After subtracting PAGA Counsel Fees and Costs, and
7 Administration Costs, the resulting NSA will be distributed to the LWDA and Aggrieved
8 Employees as the PAGA Penalties. The PAGA Penalties payments will be subject to Court
9 approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA
10 Penalties payments shall be allocated as follows:

11 3.3.3.1. The LWDA PAGA Payment: Seventy-five percent (75%) will be paid to
12 the LWDA, as required by California Labor Code section 2699(i);

13 3.3.3.2. Individual PAGA Payments: Twenty-five percent (25%) will be divided
14 on a *pro rata* basis among Aggrieved Employees calculated according to the number of PAGA
15 Pay Periods worked during the PAGA Period and distributed by the Settlement Administrator in
16 Individual PAGA Payments, as required by California Labor Code section 2699(i). To determine
17 each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will divide
18 the Aggrieved Employees' 25% share of the NSA by the total number of PAGA Pay Periods
19 worked by all Aggrieved Employees during the PAGA Period and multiply the result by the
20 number of PAGA Pay Periods worked by each individual Aggrieved Employee.

21 3.3.3.3. The Individual PAGA Payments will be reported on IRS Forms 1099
22 issued to the LWDA and each Aggrieved Employee. The Settlement Administrator will be
23 responsible for issuing to Aggrieved Employees any 1099 or other tax forms as may be required
24 by law for all amounts paid pursuant to this Settlement.

25 4. **SETTLEMENT ADMINISTRATION.**

26 4.1. SELECTION OF ADMINISTRATOR. The Parties have jointly selected Apex to serve
27 as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
28 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange

1 for payment of Administration Costs. The Parties and their Counsel represent that they have no
2 interest or relationship, financial or otherwise, with the Administrator other than a professional
3 relationship arising out of prior experiences administering settlements.

4 4.2. AGGRIEVED EMPLOYEE PAY PERIODS. Based on a review of its records to date,
5 Defendants estimate there are 278 Aggrieved Employees who collectively worked a total of 3,517
6 PAGA Pay Periods during the PAGA Period.

7 4.3. AGGRIEVED EMPLOYEE DATA. Not later than fourteen (14) days after the Effective
8 Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of
9 a Microsoft Excel spreadsheet. This information will include the name, most last-known mailing
10 address, social security number, and number of PAGA pay periods worked for each Aggrieved
11 Employee during the PAGA Period. The list shall also include the sum total of all PAGA Pay
12 Periods worked by Aggrieved Employees during the PAGA Period. As social security numbers
13 are included in the list, the Settlement Administrator will maintain the list in confidence, and
14 access shall be limited to those with a need to use the list as part of the administration of the
15 Settlement.

16 4.3.1. Defendants' Continuing Duty Regarding Aggrieved Employee Data: Defendants
17 have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
18 Employee Data omitted employee identifying information and to provide corrected or updated
19 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
20 by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties
21 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
22 resolve any issues related to missing or omitted Aggrieved Employee Data.

23 4.4. CALCULATION OF INDIVIDUAL PAGA PAYMENTS: The Settlement
24 Administrator will calculate the amount to be received by each Aggrieved Employee. Within
25 seven (7) days of receiving the Aggrieved Employee Data, the Settlement Administrator will
26 circulate to counsel for both Parties an anonymized spreadsheet containing the estimated
27 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
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1 payments. The Settlement Administrator shall obtain approval from all counsel of the calculations
2 before mailing Individual PAGA Payments.

3 4.5. DISTRIBUTION OF PAYMENTS FROM THE GSA. Within 10 days after Defendants
4 fund the GSA, the Administrator will mail checks for all Individual PAGA Payments along with
5 an explanatory letter (“Settlement Notice”), LWDA PAGA Payment, Administration Costs, and
6 PAGA Counsel Fees and Costs. Disbursement of PAGA Counsel Fees and Costs shall not precede
7 disbursement of Individual PAGA Payments.

8 4.5.1. Individual PAGA Payments with Settlement Notice. The Administrator will issue
9 checks for the Individual PAGA Payments and send the Individual PAGA Payments with the
10 Settlement Notice to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
11 Individual PAGA Payments will remain negotiable for 180 days and Aggrieved Employees will
12 have 180 days from the date of mailing to cash their Individual PAGA Payments. The face of
13 each check shall prominently state the date when the check will be voided (“void date”). The
14 Administrator will cancel all checks not cashed by the void date. The Administrator will send
15 checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks,
16 the Settlement Administrator must update the recipients’ mailing addresses using the National
17 Change of Address Database. If an Individual PAGA Payment is returned to the Administrator
18 with a forwarding address provided by the United States Postal Service, the Administrator will
19 promptly resend the check to the Aggrieved Employee at the forwarding address, but this re-
20 mailing will not extend the 180-day period to cash the check.

21 4.5.2. Aggrieved Employee Address Search. The Administrator must conduct an
22 Aggrieved Employee Address Search for all Aggrieved Employee’s whose checks are returned
23 undelivered without USPS forwarding address. Within seven (7) days of receiving a returned
24 check the Administrator must re-mail checks to the USPS forwarding address provided or to an
25 address ascertained through the Aggrieved Employee Address Search. The Administrator need
26 not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
27 returned as undelivered. The Administrator shall promptly send a replacement check to any
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1 Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
2 Employee prior to the void date.

3 4.5.3. Uncashed Checks. For any Aggrieved Employee whose Individual PAGA Payment
4 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
5 represented by such checks to the California Controller's Unclaimed Property Fund in the name
6 of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of
7 California Code of Civil Procedure Section 384, subd. (b).

8 4.5.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer
9 any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k)
10 contributions or bonuses) beyond those specified in this Agreement.

11 4.6. FINAL ACCOUNTING REPORT BY SETTLEMENT ADMINISTRATOR. Within 10
12 days after the Administrator disburses all funds in the GSA, the Administrator will provide PAGA
13 Counsel and Defense Counsel with a final report detailing its disbursements by employee
14 identification number only of all payments made under this Agreement. At least 14 days before
15 any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and
16 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
17 all payments required under this Agreement. PAGA Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 5. RELEASE OF CLAIMS. As of the Effective Date, all Aggrieved Employees, the State
20 of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound
21 by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies
22 provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
24 and assigns), and the State of California, shall be deemed to have released the Released Parties
25 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
26 based on the facts stated in the FAC and the PAGA Notice that occurred during the PAGA Period
27 ("Released Claims"). The Released Claims include: (a) all claims for civil penalties under PAGA
28 that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of

the State of California, herself and the Aggrieved Employees, based on the facts alleged in the First Amended Complaint, including but not limited to penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, claims under the Minimum Wage Order or Claims under Wage Order 5 (for failure to pay the minimum wage, failure to pay overtime, failure to keep required records, failure to provide meal periods, and failure to authorize and permit rest periods), claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (b) any other remedies under the PAGA, penalties, or interest based on the facts alleged in the FAC; and (c) all claims that Plaintiff and/or the Aggrieved Employees may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to PAGA Counsel pursuant to this Agreement. Aggrieved Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Aggrieved Employees shall be deemed to have, and by operation of the Settlement approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Aggrieved Employees regarding the Released Claims.

6. **REQUEST FOR APPROVAL OF SETTLEMENT.** The Parties will cooperate in obtaining through an unopposed or joint motion, an order from the Court approving the terms of this Agreement at the earliest possible date following the execution of this Agreement. PAGA Counsel shall be responsible for filing an unopposed motion for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement. As part of the request to approve the Settlement, Plaintiff shall submit a proposed

1 order granting approval of this Settlement. The Order granting approval of the settlement shall
2 provide for a dismissal, with prejudice, of the entire Action. The Court shall retain jurisdiction to
3 enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court
4 entering such an Order approving this Settlement as set forth herein.

5 6.1. DUTY TO COOPERATE. The Parties agree to work diligently and cooperatively to
6 have this matter presented to the Court for approval as efficiently as possible. Defendants agree
7 not to oppose Plaintiff's Motion for Approval provided that it comports with this Settlement
8 Agreement. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the
9 supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously
10 work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the
11 disagreement. If the Court does not grant Approval or conditions Approval on any material
12 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
13 on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and
14 otherwise satisfy the Court's concerns.

15 6.2. CONFIDENTIALITY PRIOR TO APPROVAL. Plaintiff, PAGA Counsel, Defendants
16 and Defense Counsel separately agree that, until the motion for approval of the Settlement is filed,
17 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
18 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
19 indirectly, specifically or generally, to any person, corporation, association, government agency,
20 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
21 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
22 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
23 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
24 agency. PAGA counsel may put publicly available information about the Settlement in any
25 description of their experience or the like in order to describe their experience to a court. Plaintiff
26 and PAGA Counsel shall not issue a press release, hold a press conference, publish information
27 about the settlement on any website, or otherwise publicize the settlement. This paragraph does
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not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

7. **ESCALATOR CLAUSE.** Based on its records, Defendants represented that, as of May 6, 2024, (1) there were 278 Aggrieved Employees with a total of 3,517 PAGA Pay Periods. If the number of total PAGA Pay Periods during the PAGA Period increases by more than 15% percent from the total number of PAGA Pay Periods (i.e. an increase of 527 or more PAGA Pay Periods), then Defendants may (1) elect to end the PAGA Period on the date in which the number reaches 4,044, or (2) increase the GSA in proportion to the number of total PAGA Pay Periods in the PAGA Period in excess of 15%. For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by 20% over 3,517 PAGA Pay Periods, the GSA will increase by 5%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to PAGA Counsel Fees will increase proportionally such that the total amount of PAGA Counsel Fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

8. **CONTINUING JURISDICTION OF THE COURT.** Pursuant to Cal. Code of Civ. Proc. § 664.6, the Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9. **AMENDED JUDGMENT.** If any amended judgment is required under Cal. Civ. Proc. § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

10.1. **NO ADMISSION OF LIABILITY.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The

1 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
2 and will not be admissible in connection with, any litigation (except for proceedings to enforce
3 or effectuate the Settlement and this Agreement).

4 10.2. INTEGRATED AGREEMENT. Upon execution by all Parties and their counsel, this
5 Agreement together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party. This Agreement does not supersede or replace
8 the separate individual settlement agreement addressing Plaintiff's general release.

9 10.3. ATTORNEY AUTHORIZATION. PAGA Counsel and Defense Counsel separately
10 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
11 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
12 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
13 terms of this Agreement including any amendments to this Agreement.

14 10.4. COOPERATION. The Parties and their counsel will cooperate with each other and use
15 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
16 the Settlement Agreement, submitting supplemental evidence and supplementing points and
17 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
18 or content of any document necessary to implement the Settlement, or on any modification of the
19 Agreement that may become necessary to implement the Settlement, the Parties will seek the
20 assistance of a mediator and/or the Court for resolution.

21 10.5. NO PRIOR ASSIGNMENTS. The Parties separately represent and warrant that they
22 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
23 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in this Settlement.

25 10.6. NO TAX ADVICE. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel
26 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
27 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
28 CFR Part 10, as amended) or otherwise.

1 10.7. MODIFICATION OF AGREEMENT. This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.

4 10.8. AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon,
5 and inure to the benefit of, the successors of each of the Parties.

6 10.9. APPLICABLE LAW. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 10.10. COOPERATION IN DRAFTING. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 10.11. CONFIDENTIALITY. To the extent permitted by law, all agreements made, and
13 orders entered during Action and in this Agreement relating to the confidentiality of information
14 shall survive the execution of this Agreement.

15 10.12. CALENDAR DAYS. Unless otherwise noted, all reference to “days” in this
16 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
17 falls on a weekend or federal legal holiday, such date or deadline shall be on the first business
18 day thereafter.

19 10.13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or
20 more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of
21 this Agreement shall be accepted as an original. All executed counterparts and each of them will
22 be deemed to be one and the same instrument if counsel for the Parties will exchange between
23 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
24 the existence and contents of this Agreement.

25 10.14. STAY OF LITIGATION. The Parties agree that upon the execution of this
26 Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The
27 Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
28

to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

Dated: June 18, 2024

RIVER BEND HOLDINGS, LLC d/b/a RIVER BEND
NURSING CENTER

DocuSigned by:

RICHARD M. MARTIN

94CFB1CF999C4BB...
By: RICHARD M. MARTIN

Its: _____ and authorized representative

Dated: June _____, 2024

CPE HR, INC.

By: _____

Its: _____ and authorized representative

Dated: June 14, 2024

PLAINTIFF

DocuSigned by:

Erica Gooden

403302D2F61F4F2...

Erica Gooden

AGREED AS TO FORM

Dated: June _____, 2024

D.LAW, INC.

Roman Shkodnik

Dated: June _____, 2024

DE CASTRO LAW GROUP, P.C.

Jose-Manuel A. de Castro

1 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
2 settlement process.

3 IT IS SO AGREED.

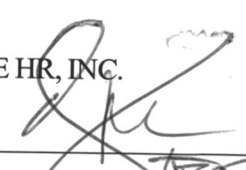
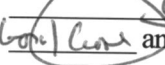
4
5 Dated: June ____, 2024

RIVER BEND HOLDINGS, LLC d/b/a RIVER BEND
NURSING CENTER

6
7 By: _____
8 Its: _____ and authorized representative

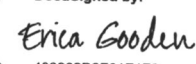
9 Dated: June 18, 2024

CPE HR, INC.

10
11 By: 
12 Its:  and authorized representative

13
14 Dated: June 14, 2024

PLAINTIFF

15
16 DocuSigned by:

17 403302D2F61F4F2...
Erica Gooden

18 **AGREED AS TO FORM**

19 Dated: June 27, 2024

D.LAW, INC.

20
21 
22 Roman Shkodnik

23
24 Dated: June ____, 2024

DE CASTRO LAW GROUP, P.C.

25 Jose-Manuel A.

26 de Castro

27 Jose-Manuel A. de Castro

28 Digitally signed by Jose-Manuel
A. de Castro
Date: 2024.06.27 07:12:53 -07'00'

EXHIBIT 2

February 2, 2024

VIA ON-LINE SUBMISSION ONLY TO:
(copy by certified mail to all Defendants)

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

River Bend Holdings, LLC dba River Bend Nursing Center
2305 Historic Decatur Rd., Suite 100
San Diego, CA 92106
Certified Mail Tracking Number: 9414 8112 0620 4539 8408 85

CSC- Lawyers Incorporating Service, Agent for Service
River Bend Holdings, LLC dba River Bend Nursing Center
2710 Gateway Oaks Dr.
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4539 8417 83

Grace Drulias, Agent for Service
CPEHR, Inc.
7590 N Glenoaks Blvd.
Burbank, CA 91504
Certified Mail Tracking Number: 9414 8112 0620 4539 8415 47

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
Gooden v. River Bend Holdings, LLC dba River Bend Nursing Center, et al.
Superior Court for the County of Yolo**

Gentlepersons:

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

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, River Bend Holdings,



LLC dba River Bend Nursing Center; CPEHR, Inc.; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Yolo Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

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

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Specifically, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by undergoing Covid-19 screenings, including temperature checks and answering symptom related questionnaires; assisting patients; checking shift assignments; and waiting in line to clock-in. Plaintiff and Aggrieved Employees were also not paid for time spent working off-the-clock by receiving phone calls and text messages. In addition, the uncompensated time included the time Aggrieved Employees worked off-the-clock during meal periods. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Plaintiff and Aggrieved Employees did take, were consistently less than 30 minutes, taken well after their fifth consecutive hour of work, and/or interrupted all in violation of Labor Code and applicable Wage Orders. Similarly, Plaintiff and Aggrieved Employees were required to work in



excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. In addition, Defendants maintained a policy or practice by which Employees did not record the start or end times of meal periods to avoid paying premiums.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Plaintiff and Aggrieved Employees who often worked at least twelve (12) hours in a day were entitled to at least two breaks but were required to work through their periods which they were continuously denied.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, the costs of personal cell phone usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Plaintiff and Aggrieved Employees' duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, discussed above.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

PAGA Claim Details, Legal Bases for Violations and Penalties:

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

Failure to Pay Minimum Wages

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

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs



2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

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

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

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by undergoing Covid-19 screenings, including temperature checks and answering symptom related questionnaires; assisting patients; checking shift assignments; and waiting in line to clock-in. Plaintiff and Aggrieved Employees were also not paid for time spent working off-the-clock by receiving phone calls and text messages. In addition, the uncompensated time included the time Aggrieved Employees worked off-the-clock during meal periods. Accordingly, Plaintiff and Aggrieved Employees were required to work without pay. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees.



In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

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

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

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked "pre-shift" without compensation by undergoing Covid-19 screenings, including temperature checks and answering symptom related questionnaires, assisting patients, checking shift assignments, and waiting in line to clock-in; receiving phone calls and text messages while off-the-clock; and time spent working while clocked out for meal breaks caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as



addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

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

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

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

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. In addition, Defendants maintained a policy or practice by which Employees did not record the start or end times of meal periods to avoid paying premiums. Therefore, pursuant to Labor Code § 226.7 and



paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

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

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

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

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, the cost of personal cell phone usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Plaintiff and Aggrieved Employees' duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct



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

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

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

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



under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”

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

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

Defendants also required Aggrieved Employees to work hours off-the-clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods.

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

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

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2),



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

Failure to Keep Records In Accordance With Labor Code § 1174

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

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

Waiting Time Penalties Pursuant to Labor Code § 203

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

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

///



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

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

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

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

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

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

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

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant



to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

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

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

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

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

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

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

Regards,

D.LAW, INC.

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

David Yeremian

Cc: River Bend Holdings, LLC dba River Bend Nursing Center; CPEHR, Inc. by Certified Mail

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Attorneys for Plaintiff ERICA GOODEN,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

ERICA GOODEN, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

RIVER BEND HOLDINGS, LLC dba RIVER
BEND NURSING CENTER, a California
limited liability company; CPEHR, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174, and
1174.5;
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code §
17200 et seq.

DEMAND FOR JURY TRIAL

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

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants RIVER BEND
8 HOLDINGS, LLC dba RIVER BEND NURSING CENTER, a California limited liability
9 company, CPEHR, INC., a California corporation, and DOES 1 through 50 (all defendants being
10 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
11 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
12 Welfare Commission (IWC), and California Business & Professions Code, and seeks redress
13 therefore.

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

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control during their meal breaks. Defendants thus failed to pay
27 Plaintiff and the Class members for all hours worked, and provided them with inaccurate wage
28 statements that prevented Plaintiff and the Class from learning of these unlawful pay practices.

1 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as
2 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
3 meal and rest periods as required by the Labor Code.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff ERICA GOODEN has resided in California and during the time period
7 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
8 the State of California.

9 **B. The Defendants**

10 5. Defendant RIVER BEND HOLDINGS, LLC dba RIVER BEND NURSING
11 CENTER, is a California limited liability company with its principle executive offices in San
12 Diego, California, and has been listed as the employer on the wage statements issued to Plaintiff
13 during the relevant time period. RIVER BEND HOLDINGS, LLC dba RIVER BEND NURSING
14 CENTER lists an address in San Diego, California with the California Secretary of State, and
15 employs Plaintiff and the Employees in Yolo County, including at Defendants' offices and
16 facilities in West Sacramento, California, and throughout California and Defendants conduct
17 business throughout California.

18 6. Defendant CPE HR, INC., is a California corporation with its principle executive
19 offices in Burbank, California and has been listed as the employer on the wage statements issued
20 to Plaintiff during the relevant time period. CPEHR, INC. lists an address in Burbank, California
21 with the California Secretary of State, and employs Plaintiff and Employees in Yolo County,
22 including at Defendants' offices and facilities throughout California and Defendants conduct
23 business throughout California.

24 7. The true names and capacities, whether individual, corporate, associate, or
25 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
26 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
27 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
28 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in

1 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
2 this Complaint to reflect the true names and capacities of the Defendants designated herein as
3 Does 1 through 50 when their identities become known.

4 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
5 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
6 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
7 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
8 all respects as the employers or joint employers of Employees. Defendants, and each of them,
9 exercised control over the wages, hours or working conditions of Employees, or suffered or
10 permitted Employees to work, or engaged, thereby creating a common law employment
11 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
12 employed Employees.

13 **JURISDICTION AND VENUE**

14 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
16 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
17 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
18 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
19 obligations and liabilities giving rise to this lawsuit occurred at least in part in Yolo County and
20 Defendants maintain and operate company offices and facilities in Yolo County, and employ
21 Plaintiff and other Class members in Yolo County and throughout California.

22 **FACTUAL BACKGROUND**

23 10. The Employees who comprise the Class and Collective, including Plaintiff, are
24 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
25 Employees who work in nonexempt positions at the direction of Defendants in the State of
26 California. Plaintiff and the Class members were either not paid by Defendants for all hours
27 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
28 Plaintiff and Employees were not paid for the time that they worked “pre-shift” without

1 compensation by undergoing Covid-19 screenings, including temperature checks and answering
2 symptom related questionnaires; assisting patient; checking shift assignments; and waiting in line
3 to clock-in. Plaintiff and Employees were also not paid for time spent working off-the-clock by
4 receiving phone calls and text messages. Plaintiff also contends that Defendants failed to pay
5 Plaintiff and the Class members all wages due and owing, failed to provide meal and rest breaks,
6 and failed to furnish accurate wage statements, all in violation of various provisions of the
7 California Labor Code and applicable Wage Orders.

8 11. During the course of Plaintiff and the Class members' employment with
9 Defendants, they were not paid all wages they were owed, including for all work performed and
10 for all overtime hours worked and were forced to work during their meal and rest breaks.

11 12. As a matter of uniform Company policy, Plaintiff and the Class members were
12 required to work during their meal and rest breaks which were not compensated by Defendants in
13 violation of the California Labor Code. Plaintiff and the Class members were also not paid
14 regular wages and overtime for the time they were required to comply with other requirements
15 imposed upon them, which they had to complete while working through their meal and rest
16 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
17 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
18 appropriate overtime rate for all such hours, including by being required to perform work duties
19 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
20 worked substantial overtime hours during their employment with Defendants for which they were
21 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

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

1 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
2 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
3 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
4 Labor Code, applicable IWC Wage Orders.

5 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees for all hours worked and failing to pay minimum wage for all time worked as required
8 by California Law.

9 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees overtime compensation at premium overtime rates for all hours worked in excess of
12 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
13 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
14 sections of IWC Wage Orders.

15 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
16 continuing to the present, Defendants have regularly required Employees to work shifts in excess
17 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
18 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
19 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
20 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
21 Defendants failed to provide or deficiently provided. In addition, Defendants maintained a policy
22 or practice by which Employees did not record the start or end times of meal periods to avoid
23 paying premiums.

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

1 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

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

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

8 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
9 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
10 performance of their job duties for Defendants including the cost of personal cell phone usage,
11 which were necessary to perform their duties under Defendants' employ in violation of Labor
12 Code § 2802.

13 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to keep accurate time and wage
15 records as required by California wage-and-hour laws. Defendants have maintained a common
16 unlawful policy and practice of failing to accurately record meal breaks.

17 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
18 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
19 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
20 required by California wage-and-hour laws.

21 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
22 Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
23 1185, 1194, 1194.2 1197, 1198, 1199, and 2802.

24 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
25 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
26 enjoyed from their violations of Labor Code.

27 **CLASS ALLEGATIONS**

28 25. Plaintiff brings this class action on behalf of herself and all others similarly situated

pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
all individuals employed by Defendants, at any time within four (4) years of the filing of this
lawsuit, and have been employed by Defendants within the State of California.

26. Further, plaintiff seeks to represent the following Subclasses composed of and
defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not
compensated for all hours worked for Defendants at the applicable minimum wage.

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

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

d. Subclass 4. Rest Break Subclass. All Class members who were subject to
Defendants' policy and/or practice of failing to authorize and permit Employees to take
uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
Defendants' policy and/or practice of failing to keep accurate time and wage records as required
by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the
applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
All Class members who were subject to Defendants failing to reimburse for expenses necessarily
incurred in the performance of Employees job duties for Defendants which were necessary to
perform their duties under Defendants' employ.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the
applicable limitations period, either voluntarily or involuntarily separated from their employment

1 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
2 termination.

3 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
4 result of Defendants' business acts and practices, to the extent such acts and practices are found to
5 be unlawful, deceptive, and/or unfair.

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

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

12 **A. Numerosity**

13 29. The potential members of the class as defined are so numerous that joinder of all
14 the member of the class is impracticable. While the precise number of class members has not been
15 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
16 time period relevant to this lawsuit, employed more than 100 individuals within the State of
17 California.

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

21 **B. Commonality**

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

- 25 a. Whether Defendants failed to pay Employees minimum wages;
- 26 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 27 c. Whether Defendants failed to pay Employees overtime as required under Labor
28 Code § 510;

- 1 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
2 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
3 premium pay in lieu thereof;
- 4 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
5 Orders, by failing to provide Employees with requisite rest breaks or premium pay
6 in lieu thereof;
- 7 f. Whether Defendants violated Labor Code § 226(a);
- 8 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 9 h. Whether Defendants failed to reimburse Employees for necessary business
10 expenses;
- 11 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
12 wages and compensation due and owing at the time of termination of employment;
- 13 j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 14 k. Whether Employees are entitled to equitable relief pursuant to Business and
15 Professions Code § 17200 *et seq.*

16 **C. Typicality**

17 32. The claims of the named plaintiff are typical of those of the other Employees.
18 Employees all sustained injuries and damages arising out of and caused by Defendants' common
19 course of conduct in violation of statutes, as well as regulations that have the force and effect of
20 law, as alleged herein.

21 **D. Adequacy of Representation**

22 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.
23 Counsel who represents Employees are experienced and competent in litigating employment class
24 actions.

25 **E. Superiority of Class Action**

26 34. A class action is superior to other available means for the fair and efficient
27 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
28 questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
2 Defendants' illegal policies or practices of failing to compensate Employees properly.

3 35. Class action treatment will allow those persons similarly situated to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES**
8 **(Against All Defendants)**

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

11 37. Defendants failed to pay Employees minimum wages for all hours worked.
12 Defendants had a consistent policy of misstating Employees time records and failing to pay
13 Employees for all hours worked. Employees would work hours and not receive wages, including
14 as alleged above in connection with working during meal breaks, worked "pre-shift" without
15 compensation by undergoing Covid-19 screenings, including temperature checks and answering
16 symptom related questionnaires; assisting patients; checking shift assignments; and waiting in
17 line to clock-in. Plaintiff and Employees were also not paid for time spent working off-the-clock
18 by receiving phone calls and text messages. Additionally, Defendants had a consistent policy of
19 failing to pay Employees for hours worked during alleged meal periods for which Employees
20 were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiff
21 and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
22 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
23 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
24 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

25 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
26 states:

27 The minimum wage for employees fixed by the commission is the
28 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

1 39. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

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

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

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

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

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

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

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

23 **SECOND CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

1 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
2 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
3 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
4 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
5 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
6 paying Employees wages for all hours worked including time off the clock working “pre-shift”
7 without compensation by undergoing Covid-19 screenings, including temperature checks and
8 answering symptom related questionnaires; assisting patients; checking shift assignments; and
9 waiting in line to clock-in. Plaintiff and Employees were also not paid for time spent working
10 off-the-clock by receiving phone calls and text messages. The uncompensated time also included
11 the time Employees worked off-the-clock during meal periods. Employees regularly worked over
12 8 hours on a given day without receiving overtime compensation.

13 47. Defendants’ failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid
15 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
16 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
17 and overtime compensation earned by Employees. Each such failure to make a timely payment of
18 compensation to Employees constitutes a separate violation of California Labor Code § 204.

19 48. Employees have been damaged by these violations of California Labor Code §§
20 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

21 49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
22 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
23 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
24 reasonable attorneys’ fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

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

7 52. Defendants failed to provide Employees with meal periods as required under the
8 Labor Code. Employees were consistently required to work through their meal periods which they
9 were consistently denied. Employees were also required to take meal periods after working well
10 beyond the five (5) hour shifts and what meal periods were provided were often interrupted.
11 Furthermore, Employees were regularly required to work for more than 10 hours in a given shift
12 without receiving a second uninterrupted thirty (30) minute meal period as required by law. In
13 addition, Defendants maintained a policy or practice by which Employees did not record the start
14 or end times of meal periods to avoid paying premiums.

15 53. Moreover, Defendants failed to compensate Employees for each meal period not
16 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
17 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
18 employee a meal period in accordance with this section, the employer shall pay the employee one
19 hour of pay at the employee's regular rate of compensation for each workday that the meal period
20 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
21 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
22 and 20 of the applicable IWC Wage Order.

23 54. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
24 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
25 period not provided or deficiently provided, a sum to be proven at trial.

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1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

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

6 56. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
7 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
8 not less than ten (10) minutes for each consecutive four (4) hour shift.

9 57. Defendants failed to provide Employees with timely rest breaks of not less than ten
10 (10) minutes for each consecutive four (4) hour shift.

11 58. Moreover, Defendants failed to compensate Employees for each rest period not
12 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
13 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
14 accordance with this section, the employer shall pay the employee one hour of pay at the
15 employee's regular rate of compensation for each workday that the rest period is not provided.
16 Defendants failed to compensate the Employees in the Class for each rest period not provided or
17 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
18 Order.

19 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
20 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
21 worked without the required rest breaks, a sum to be proven at trial.

22 **FIFTH CAUSE OF ACTION**

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

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

25 **(Against All Defendants)**

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

28 61. Under Labor Code § 2802(a) an employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 62. Employees incurred necessary expenditures in the performance of their job duties
4 for Defendants, namely the cost of personal cell phone usage, which were necessary to perform
5 their duties under Defendants' employ. From four (4) years prior to the original filing of this
6 lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for
7 these necessarily incurred business expenses.

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

11 **SIXTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

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

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

23 66. Defendants failed to provide Employees with accurate itemized wage statements in
24 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
25 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
26 periods and rest breaks, all of which Defendants knew or reasonably should have known were
27 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
28 confusing and required Employees to engage in discovery and refer to outside sources to verify

whether their pay was correct and potentially resulting in a miscalculation by the Employees.

67. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

68. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

69. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

70. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

SEVENTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174

and 1174.5

(Against All Defendants)

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

72. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

1 73. During the course of Plaintiff's and Employees' employment, Defendants
2 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
3 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
4 overtime, and premium pay as discussed above.

5 74. Defendants are also required by the California Labor Code § 1198 and the
6 applicable Wage Order to maintain a tracking system that accurately records the times at which
7 Employees works.

8 75. Defendants have maintained a common unlawful policy and practice of failing to
9 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an
10 unlawful uniform policy and practice whereby Employees did not record the start and end times of
11 meal breaks.

12 76. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
13 knew wages to be due but failed to pay them.

14 77. Accordingly, Defendants are liable for civil penalties pursuant to the California
15 Labor Code, including § 1174.5, for the three (3) years prior to the filing of this Complaint.

16 **EIGHTH CAUSE OF ACTION**
17 **VIOLATION OF LABOR CODE § 203**
18 **(Against All Defendants)**

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

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

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

25 81. The wages withheld from these Employees by Defendants remained due and owing
26 for more than thirty (30) days from the date of separation of employment.

27 82. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
28 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties

1 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
2 to thirty (30) days from the date they were due.

3 **NINTH CAUSE OF ACTION**

4 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

5 **(Against All Defendants)**

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

8 84. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
9 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
10 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
11 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
12 meaning of Code of Civil Procedure
13 § 1021.5.

14 85. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 86. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

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

26 88. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
2 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
3 guaranteed to all employees under the law.

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

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

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

12 92. Unless restrained by this Court, Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
14 should make such orders or judgments, including the appointment of a receiver, as may be
15 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
16 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
17 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
18 have unlawfully failed to pay.

19 **RELIEF REQUESTED**

20 WHEREFORE, Plaintiff prays for the following relief:

- 21 1. For an order certifying this action as a class action;
- 22 2. For compensatory damages in the amount of the unpaid minimum wages for work
23 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
24 the filing of this action, as may be proven;
- 25 3. For liquidated damages in the amount equal to the unpaid minimum wage and
26 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 27 4. For compensatory damages in the amount of the hourly wage made by Employees
28 for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 5. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
5 be proven;

6 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

8 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
9 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

10 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11 10. For restitution for unfair competition pursuant to Business & Professions Code
12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

13 11. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

16 12. For an order enjoining Defendants and their agents, servants, and employees, and
17 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
18 duties adumbrated in this Complaint;

19 13. For all general, special, and incidental damages as may be proven;

20 14. For an award of pre-judgment and post-judgment interest;

21 15. For an award providing for the payment of the costs of this suit;

22 16. For an award of attorneys' fees; and

23 For such other and further relief as this Court may deem proper and just.

24 ///

25 ///

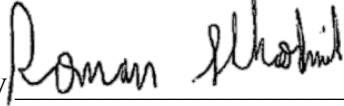
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1 DATED: February 2, 2024

D.LAW, INC.

2
3 By 

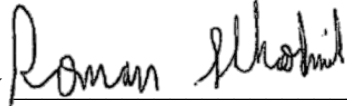
4 David Yeremian
5 Roman Shkodnik
6 Emma Geesaman
7 Attorneys for Plaintiff
8 ERICA GOODEN
9 and the putative class
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28

DEMAND FOR JURY TRIAL

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

DATED: February 2, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
ERICA GOODEN
and the putative class

EXHIBIT 3

Gooden v. River Bend Holdings, LLC
Litigation Costs

Service Date		Details		Provider		Amount
2/2/24		LWDA Letter		LWDA		\$ 75.00
2/2/24		LWDA Letter Postage		USPS		\$ 27.21
2/5/24		Summons & Complaint		Rapid Legal		\$ 1,494.79
2/8/24		Process of Service - Summons & Complaint - Cpehr, Inc.		Rapid Legal		\$ 82.40
2/13/24		Process of Service - Summons & Complaint - River Bend Holdings		Rapid Legal		\$ 82.40
2/28/24		Mediation Fee		Lisa Klerman		\$ 11,000.00
2/29/24		POS of Summons		Rapid Legal		\$ 16.62
4/9/24		First Amended Complaint		Rapid Legal		\$ 16.62
5/7/24		Consulting Fee		Berger Consulting Group		\$ 3,160.00
5/24/24		Case Management Statement		Rapid Legal		\$ 16.74
12/2/24		Case Management Statement		Rapid Legal		\$ 16.74
12/18/24		Notice of Unavailability		Rapid Legal		\$ 16.74
4/18/25		PAGA Approval Motion		Rapid Legal		\$ 80.00

Total	\$ 16,085.26
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EXHIBIT 4

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Gooden v. River Bend Holdings, LLC d/b/a River Bend Nursing Center, et al.

Superior Court of the State of California for the County of Yolo

Case No. CV2024-0309

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Gooden v. River Bend Holdings, LLC d/b/a River Bend Nursing Center, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *Gooden v. River Bend Holdings, LLC d/b/a River Bend Nursing Center, et al.*, Yolo County Superior Court (“Court”), Case No. CV2024-0309. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Erica Gooden (“Plaintiff”) against River Bend Holdings, LLC d/b/a River bend Nursing Center (“Defendant River Bend”), and CPE HR, Inc. (“Defendant CPE HR”) (collectively “Defendants”, Plaintiff and Defendants collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of herself, the State of California, and all current and former non-exempt employees of Defendants in California who worked during the PAGA Period, which is the period from February 2, 2023 through July 10, 2024 (“PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; and (9) Violation of Business and Professions Code § 17200 *et seq.* Plaintiff alleged Defendants failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest

periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees' payroll records, failed to issue accurately itemized wage statements to Aggrieved Employees and required Aggrieved Employees to agree to unlawful and unenforceable releases to representative claims under Labor Code § 2699 *et seq.* Defendants deny the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendants agreed to pay One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$46,666.67 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$16,085.26 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$5,490.00 for its services in administering the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of \$71,758.07, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$53,818.55 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$17,939.52 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendants of any of the matters alleged in the case or an admission of liability. Defendants deny violating any laws or failing to pay any wages. Defendants contend they complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

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

Release by Aggrieved Employees:

All Aggrieved Employees, the State of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound by the Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided thereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns), and the State of California, shall be deemed to have released the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint and the PAGA Notice that occurred during the PAGA Period. The Released Claims include: (a) all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of California, herself and the Aggrieved Employees, based on the facts alleged in the First Amended Complaint, including but not limited to penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802, claims under the Minimum Wage Order or Claims under Wage Order 5 (for failure to pay the minimum wage, failure to pay overtime, failure to keep required records, failure to provide meal periods, and failure to authorize and permit rest periods), claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (b) any other remedies under the PAGA, penalties, or interest based on the facts alleged in the First Amended Complaint; and (c) all claims that Plaintiff and/or the Aggrieved Employees may have been against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to PAGA Counsel pursuant to the Settlement Agreement. Aggrieved Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Aggrieved Employees shall be deemed to have, and by operation of the Settlement approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full res judicata effect and be final and binding upon Aggrieved Employees regarding the Released Claims.

“Released Parties” means: Defendants and their parents, subsidiaries, and affiliates.

“Operative Complaint” means the First Amended Complaint filed by Plaintiff on April 8, 2024 in this lawsuit.

“PAGA Notice” means Plaintiff's PAGA Notice letter to Defendant and the LWDA submitted on February 2, 2024 (LWDA Case No. LWDA-CM-1008944-24) providing notice pursuant to Labor Code section 2699.3, subd. (a).

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

QUESTIONS?

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

Very Truly Yours,

Apex Class Action Administration

[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 5