

1 **JUSTICE FOR WORKERS, P.C.**

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO**

10 ERNESTO AGUIRRE, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 AFTON PROPERTIES, INC., a California
15 corporation; STAFFPAY, LLC, a California
16 limited liability company; and DOES 1 through
50,

17 Defendants.

Case No.: CIVSB2412177

[Assigned for All Purposes to:
Wilfred J Schneider, Jr., Dept. S32]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND ATTORNEY'S FEES AND COSTS**

(Filed Concurrently with Notice of Motion
and Motion for Approval of PAGA
Settlement; Supporting Declarations and
[Proposed] Judgment and Order)

DATE: April 21, 2026

TIME: 8:30 a.m.

DEPT: S32

Action Filed: December 17, 2023

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiffs Ernesto Aguirre (“Plaintiff Aguirre”) in this action. I am lead
5 counsel for Plaintiff Aguirre in this case and I have personal knowledge of the matters stated herein
6 and if called and sworn as a witness, I would and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense
25 attorney, I have represented employers in over 80 wage and hour class and/or PAGA action
26 lawsuits.

27 4. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
28 Complex Litigation Practice Group where I focus my practice on representing employees in wage

1 and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead
2 plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my
3 team and I have resolved over 65 other class and/or PAGA actions at mediation. The following are
4 cases in which I have received final approval of class action and/or PAGA settlement and I was
5 appointed as class and/or PAGA counsel: *Andrew Carmona v. Western Holdings Group dba Los*
6 *Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final
7 approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope*
8 *National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of
9 class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International,*
10 *Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA
11 settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo
12 Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on
13 January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No.
14 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda*
15 *Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-
16 CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Hai Luu v.*
17 *Cambro Manufacturing Co.*, Orange County Superior Court, Case No. 30-2024-01389852-CU-OE-
18 CXC, approval of PAGA settlement granted on November 7, 2025; *Justin Le, et al. v. Dragonfly*
19 *Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of
20 class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services,*
21 *LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA
22 settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior
23 Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025;
24 *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final
25 approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US,*
26 *LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA
27 settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles
28 Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on

1 August 19, 2025; *Pedro Hernandez v. Steps Apparel Group, Inc., et al.*, Los Angeles Superior Court
2 Case No. 23STCV27883, approval of PAGA settlement granted on August 13, 2025; *Doelisha*
3 *Kelly v. Pan American Properties, Inc.*, Orange County Superior Court Case No. 30-2023-
4 01362739-CU-OE-CXC, approval of PAGA settlement granted on July 11, 2025; *Alexis Bartram v.*
5 *Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final
6 approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics*
7 *LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement
8 granted on June 25, 2025; *Chinyere Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles
9 Superior Court Case No. 24STCV17871, approval of PAGA settlement granted on June 11, 2025;
10 *Jorge Nieto v. Pick-Your-Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255,
11 approval of PAGA settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical*
12 *Center, Inc.*, San Bernardino Superior Court Case No. CIVSB2326861, approval of PAGA
13 settlement granted on May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior
14 Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025;
15 *Isaias Velasco v. Nature's Produce*, Los Angeles County Superior Court Case No. 23STCV23811,
16 approval of PAGA settlement granted on April 29, 2025; *Norma Borquez v. Smart Metals Recycling*
17 *LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement
18 granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior
19 Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11,
20 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No.
21 CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

22 5. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her
23 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual
24 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
25 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
26 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
27 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
28 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined

1 JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice
2 on representing employees in wage and hour class and PAGA action lawsuits.

3 6. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his
4 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
5 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
6 labor and employment associate starting in March 2022 representing employers in wage and hour
7 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
8 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
9 Group, where I focus my practice on representing employees in wage and hour class and PAGA
10 action lawsuits.

11 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

12 7. As counsel for Plaintiff Aguirre and Aggrieved Employees, I have been intimately
13 involved in this case since its inception and I believe that the proposed PAGA settlement is a fair
14 and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and
15 correct copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or
16 "Agreement").

17 8. On March 12, 2024, Plaintiff Aguirre submitted the PAGA Notice of alleged Labor
18 Code violations to Defendants and the LWDA. Plaintiff Aguirre's administrative exhaustion period
19 expired without the LWDA indicating its intent to investigate the allegations. Enclosed as **Exhibit 2**
20 is a true and correct copy of the LWDA letter.

21 9. On April 11, 2024, Plaintiff Aguirre filed the Class Action Complaint alleging
22 causes of action for: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal
23 Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time
24 Penalties; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair Competition.

25 10. On May 22, 2024, Plaintiff Aguirre filed the First Amended Complaint adding a
26 cause of action for Civil Penalties under the California Private Attorneys General Act. Plaintiffs'
27 counsel has uploaded the First Amended Complaint with the LWDA. Enclosed as **Exhibit 3** is a
28 true and correct copy of the Operative Complaint.

1 11. Thereafter, Plaintiff Aguirre requested, and the Court approved, submission of
2 Plaintiff Aguirre's individual claims to binding arbitration, dismissal of class claims, and stay of
3 representative PAGA claims pending arbitration.

4 **DISCOVERY, INVESTIGATION, AND MEDIATION**

5 12. Thereafter, the Parties agreed to attend a global mediation of the Actions. Prior to
6 mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully
7 mediate this matter. Specifically, Defendants produced: (1) PAGA demographics including the
8 number of Aggrieved Employees and PAGA Pay Periods; (2) time and payroll records for a 20%
9 random sampling of Aggrieved Employees during the PAGA Period; (3) Defendants' employee
10 handbook and standalone policies and procedures; and (4) Plaintiffs' personnel records and wage
11 statements.

12 13. Plaintiffs' counsel retained and worked with an expert data scientist, Berger
13 Consulting Group, to analyze and review the documents regarding Defendants' wage and hour
14 policies and practices, Aggrieved Employees' time and pay records, and other information provided
15 by Defendants and Plaintiffs. Plaintiffs' counsel were able to evaluate the probability of success on
16 the merits and Defendant's maximum and risk-adjusted monetary exposure and prepare a damage
17 analysis prior to mediation. The time and pay records of a sampling of Aggrieved Employees
18 allowed Plaintiffs' counsel and their expert to prepare an analysis with a high degree of certainty. In
19 conjunction with their extensive factual investigation, Plaintiffs' counsel also investigated the
20 applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiffs and
21 Plaintiffs' counsel's familiarity with the facts of the case and the legal issues raised by the pleadings
22 allowed them to act intelligently in negotiating the Settlement.

23 14. On May 8, 2025, the Parties participated in private mediation before Jill Sperber,
24 Esq., an experienced, neutral, class action and PAGA mediator. The settlement negotiations were at
25 arm's length and, although conducted in a professional manner, were adversarial. The Parties went
26 into the mediation willing to explore the potential for a settlement of the dispute, but each side was
27 also prepared to litigate their position through trial and appeal if a settlement had not been reached.

28 ///

1 15. The Parties did not reach a settlement at mediation on May 8, 2025. After extensive
2 negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and
3 Defendants' defenses, the Parties eventually reached a settlement of the Actions on June 13, 2025,
4 the material terms of which are encompassed within the Settlement. The Parties recognized that the
5 issues presented in the Action are likely only to be resolved with extensive and costly pretrial and
6 trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay,
7 and expense disproportionate to the potential benefits of litigation. Plaintiffs considered the risk and
8 uncertainty of the outcome inherent in any litigation when determining whether this Settlement was
9 the correct option.

10 **KEY TERMS OF THE PROPOSED PAGA SETTLEMENT**

11 16. Plaintiff Aguirre's litigation costs are approximately \$8,734.64, including estimated
12 future costs in filing this Motion and supporting papers (\$77.97), supplemental filings for this
13 Motion (\$16.17), Court Call fee for the hearing on this Motion (\$72.00); and filing of the Settlement
14 Administrator's declaration of compliance re settlement administration (\$16.17). Enclosed as
15 **Exhibit 4** is a true and correct itemized list of costs incurred to date and estimated future costs.

16 17. The Parties jointly selected ILYM Group, Inc. as the neutral entity to administer this
17 Settlement based on its bid of \$4,450.00.

18 18. The amount estimated in the Net Settlement Amount for the LWDA payment and the
19 Aggrieved Employee payment is **\$147,003.86**. Accordingly, approximately **\$36,750.97** (25% of the
20 Net Settlement Amount) will be paid to the estimated 207 Aggrieved Employees on a pro-rata basis
21 based on the number of pay periods each Aggrieved Employee worked during the PAGA Period,
22 and the raw average payment to Aggrieved Employees is estimated at **\$177.54**.

23 19. The Administrator will mail copies of the explanatory letter, and translated into
24 Spanish, along with Individual PAGA Payments to all Aggrieved Employees. Enclosed as **Exhibit**
25 **5** is a true and correct copy of the explanatory letter.

26 **THE SETTLEMENT WARRANTS APPROVAL**

27 20. Plaintiffs' counsel have conducted a thorough investigation into the facts of this case.
28 Based on the foregoing discovery and on their own independent investigation and evaluation,

1 Plaintiffs' counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
2 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
3 appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is in
4 the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks,
5 burdens, and the accompanying expense of further litigation. Although the Parties have engaged in
6 a significant amount of investigation, informal discovery, and employee data analysis, they have not
7 participated in substantial formal discovery procedures, including depositions and expert discovery.
8 Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in
9 the wake of any summary judgment ruling. As a result, the Parties would incur considerably more
10 attorneys' fees and costs through trial.

11 21. Based on Plaintiffs' counsel's analysis of the time and payroll records provided by
12 Defendant and on information from Plaintiffs, Plaintiffs' counsel evaluated Defendant's maximum
13 and risk-adjusted potential exposure. Based on Defendants' disclosures, there were approximately
14 207 Aggrieved Employees who collectively worked approximately 6,789 pay periods.

15 22. Plaintiffs' assessment of potential recovery of PAGA penalties in this Motion is
16 limited to \$100 initial penalties because, to Plaintiffs' knowledge, Defendants have not been subject
17 to any prior court judgments or Labor Commissioner order placing it on notice of any violation
18 pertaining to the claims Plaintiffs asserted and the heightened subsequent violation penalty should
19 not apply.

20 23. As to all claims, Defendants argue the Court will exercise its discretion to reduce
21 PAGA penalties. Here, Defendants argue that based on their compliant policies and practices, their
22 defenses on Plaintiffs' theories of liability on the merits, and the hyper technical nature of the
23 regular rate claims, the Court will significantly reduce any award of PAGA penalties based on its
24 good-faith compliance with the Labor Code

25 24. Off-the-Clock Work. Plaintiffs allege they have worked off the clock pre- and post-
26 shift and being on call. Any off-the-clock work would not be reflected in the records. *Ibid*.
27 Estimating that Aggrieved Employees worked off the clock in approximately 25% of pay periods,
28 Plaintiffs' expert estimates Defendants' maximum penalty exposure for off the clock work to be

1 approximately \$201,625.00. In response and in addition to the penalty reduction defenses,
2 Defendants argue they have compliant policies that prohibit working off the clock and require all
3 employees to receive wages for all hours worked. The payroll records show that Defendants paid
4 over 15,000 overtime hours, totaling over \$700,000 over in overtime paid. Defendants thus
5 contends that Plaintiffs' off-the-clock work claim is individualized and not manageable as there is
6 no evidence of a common policy or practice forcing Aggrieved Employees to work off the clock
7 and numerous individual inquiries would be needed to assess which Aggrieved Employees, if any,
8 worked off the clock, how often, the reasons why a particular Aggrieved Employees worked off the
9 clock, and whether Defendants knew or should have known that Aggrieved Employee worked off
10 the clock for the imposition of classwide liability. Thus, Plaintiffs discounted Defendants'
11 maximum exposure by 70% to account for the risk of the Court reducing penalties and the risk of
12 being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic
13 exposure of **\$60,487.50**.

14 25. Regular Rate Violations. Regular rate of pay, which can change from pay period to
15 pay period, includes adjustments to the straight time rate, reflecting, among other things, shift
16 differentials and the per-hour value of any nonhourly compensation the employee has earned.”
17 Here, Plaintiffs claim that Defendants failed to incorporate non-discretionary incentive
18 compensation into the regular rate for overtime, meal period premium, and paid sick leave.
19 Plaintiffs' expert estimates Defendants' maximum exposure for regular violations to be
20 approximately \$187,300.00. In response, Defendants argue that any underpayment of is “pennies
21 and cents” and grossly disproportionate to a \$100 penalty per pay period. *Ibid*. Thus, Plaintiffs
22 discounted Defendants' maximum exposure by 70% to account for the risk of the Court reducing
23 penalties to arrive at a realistic exposure of **\$56,190.00**.

24 26. Meal Period Violations. Plaintiffs alleges that they and other employees frequently
25 did not receive compliant meal breaks. Plaintiffs' expert analyzed the records and found a net
26 15.20% violation rate by pay periods after applying meal period premiums (i.e., 15.20% of pay
27 periods had one or more shifts without compliant meal period punches). Plaintiffs' expert estimates
28 Defendants' maximum exposure for regular violations to be approximately \$122,600.00. In

1 response and in addition to the penalty reduction defense, Defendants counter that they have
2 maintained compliant meal period policies and practices throughout the PAGA Period and always
3 provided compliant meal periods in line with those policies. Defendants point to the fact that the
4 sampling time records showed superior meal period compliance rate (Plaintiffs' expert found less
5 than 4.8% of shifts had a facial meal period violations) and that it paid approximately over 2,000
6 meal period premiums as evidence of its superior meal period compliance practices. As such,
7 Defendants maintain Plaintiffs' meal period claim is unmanageable since individual inquiries would
8 be needed to assess which employees, if any, took non-compliant meal periods, how many meal
9 periods were non-compliant, and the reasons why a particular employee did not take a meal period
10 on a particular shift and a meal period premium was not paid. Thus, Plaintiffs discounted
11 Defendants' maximum exposure by 70% to account for the risk of the Court reducing penalties and
12 the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at
13 a realistic exposure of **\$36,780.00**.

14 27. Rest Period Violations. Plaintiffs allege that they and other employees frequently
15 were unable to take their rest breaks. Any rest period violations would not be reflected in the time
16 or payroll records. Any instances of such meal period violations would be not reflected in the
17 records. Estimating that Aggrieved Employees worked off the clock in approximately 25% of pay
18 periods, Plaintiffs' expert estimates Defendants' maximum penalty exposure for meal period
19 violations to be approximately \$201,625.00. In response, Defendants counter they have maintained
20 compliant rest period policies and practices throughout the PAGA Period and always provided
21 compliant rest periods in line with those policies. As such, Defendants maintain Plaintiffs' rest
22 period claim is unmanageable since individual inquiries would be needed to assess which
23 employees, if any, took non-compliant rest periods, how many rest periods were non-compliant, and
24 the reasons why a particular employee did not take a rest period on a particular shift. Thus,
25 Plaintiffs discounted Defendants' maximum exposure by 70% to account for the risk of the Court
26 reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full
27 amount sought, to arrive at a realistic exposure of **\$60,487.50**.

28 ///

1 28. Failure to Reimburse Necessary Business Expenses. Plaintiffs claim they were
2 required to use their personal cellphone for work. Estimating that 25% of Aggrieved Employees
3 were in positions that require use of their cellphones, Plaintiffs' expert estimate Defendants'
4 maximum penalty exposure to be approximately \$201,625.00. In response, Defendants argue that
5 Plaintiffs could have used office phones and only used their personal cellphones out for their own
6 convenience. Thus, Plaintiffs discounted Defendants' maximum exposure by 70% to account for
7 the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to
8 recover the full amount sought, to arrive at a realistic exposure of **\$60,487.50**.

9 29. Derivative Wage Statement and Waiting Time Penalties. As a result of the unpaid
10 wages and meal and rest period premium wages described above, Plaintiffs contend that Defendants
11 failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 202 to former
12 employees and failed to issue accurate itemized wage statements to Class Members as set forth in
13 Labor Code § 226(a). Thus, the claims for waiting time and wage statement penalties are derivative
14 of the underlying claims. Estimating a 50% violation rate, Plaintiffs' expert estimates Defendants'
15 maximum exposure for derivative wage statement penalties to be approximately \$403,250.00. In
16 response, Defendants advance the same defenses as for the underlining claims. Thus, Plaintiffs
17 discounted Defendants' maximum exposure by 70% to account for the risk of the Court reducing
18 penalties and the risk of being unsuccessful on the merits or failure to recover the full amount
19 sought, to arrive at a realistic exposure of **\$120,975.00**. Estimating every single formerly employed
20 Aggrieved Employee experienced at least one violation, and at \$100 per former employee,
21 Plaintiffs' expert estimates Defendants' maximum exposure for derivative waiting time penalties to
22 be approximately **\$6,800.00** and Plaintiffs do not apply any further discount to this claim.

23 30. Maximum Exposure and Realistic Recovery at Trial. Based on the foregoing,
24 Plaintiffs' counsel believes Defendants' maximum exposure for PAGA penalties is \$1,324,825.00
25 and their realistic recovery at trial on these claims to be **\$397,447.50**. The \$300,000.00 settlement is
26 a fair result and amounts to "genuine and meaningful" relief "consistent with the underlying
27 purpose of the statute to benefit the public" as it represents approximately **75.48%** of Plaintiffs'
28 realistic recovery. This is a fair and equitable result, particularly because, under the Settlement,

1 Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able
2 to recover anything.

3 **THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED**

4 31. This Settlement is beneficial in that it limits the risk of continued expenses and
5 consumption of time, energy, and resources facing Defendant while at the same time rewarding
6 Plaintiffs' counsel for their decision to assume risk by taking on this matter. In fact, prosecution of
7 this action involved significant financial risk for Plaintiffs' counsel. Plaintiffs' counsel undertook
8 this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiffs' counsel
9 undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its
10 conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

11 32. Plaintiffs' counsels' experience in wage and hour class and representative actions
12 was integral in evaluating the strengths and weaknesses of the case against Defendant and the
13 reasonableness of this Settlement. Practice in the narrow field of wage and hour litigation requires
14 skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as
15 the procedural law of representative action litigation. Based on these and other factors, Plaintiffs'
16 counsel have recently received fee awards based on a percentage of the gross recovery

17 33. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of
18 \$63,400.00 for 85.50 hours worked by attorneys successfully litigating this matter. In total,
19 Plaintiffs' counsel incurred a total lodestar of \$127,385.00 for 190.6 hours, which represent a
20 negative 0.79 lodestar multiplier. I have reviewed my firm's lodestar in this matter and believe the
21 charges are reasonable and were reasonably necessary to the conduct of the case.

22 34. The work JFW conducted include, but are not limited to initiating the arbitration
23 proceedings; meetings with the Plaintiff Aguirre and review of documents provided by him; legal
24 research and investigation regarding the Defendant's practices at various points in the litigation;
25 preparation and submission of Plaintiffs' PAGA notice letter; drafting pleadings and preparation for
26 case management conferences; extensive meet and confer correspondence and discussions with
27 Defendants' counsel regarding case management, mediation, and informal discovery for mediation;
28 analysis of the informal discovery production and preparation of a damages model with the aid of

1 an expert data scientist; research and preparation of Plaintiffs' mediation brief and participation in
2 mediation; drafting, negotiating, and reviewing multiple drafts of the Agreement and attachments
3 thereto; preparation, finalization, and filing of the motion for approval and accompanying filings;
4 anticipated preparation for and attendance at the hearing on motion for approval; anticipated
5 monitoring approval of the Settlement and requested award; anticipated overseeing the
6 administration process and distribution of funds; and communications with Plaintiff Aguirre
7 regarding the case.

8 35. In assessing the reasonableness of the billing rates for the attorneys at Justice for
9 Workers, P.C., I referred to the "Laffey Matrix" to set our hourly billing rates. *See*
10 <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout
11 the United States, including some California state courts and California Federal District Courts. The
12 Laffey Matrix is a well-established objective source that California courts have relied on in
13 assessing hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal.
14 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality
15 pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755,
16 2017 WL 4330597, at *4 reversed on other grounds.)

17 36. My associates and I at Justice for Workers, P.C. have extension experience providing
18 class action services, both as defense attorneys and now as plaintiff's attorneys. When comparing
19 the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill below the
20 rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (14 th Year Attorney)	\$948	\$850	59.3	\$50,405.00
Tiffany L. Luu (5 th Year Attorney)	\$581	\$500	38.2	\$19,100.00
		Total:	85.50	\$63,505.00

26 37. Our fee requests based on a percentage of the gross settlement amount and a lodestar
27 hourly rate of \$850 per hour to me and \$500 to my associates have been approved by multiple
28 courts identified in Paragraph 4, *supra*.

1 38. Additionally, I estimate my associates and I will devote no less than 10 hours,
2 although likely more time, to additional tasks, which are hours not included in the foregoing
3 lodestar total. These additional hours will include time spent to obtain and monitor approval of the
4 Settlement and requested awards, oversee the settlement administration process and distribution of
5 funds, respond to inquiries, and communicate with Plaintiff Aguirre regarding the case.

6 39. On March 10, 2026, I gave notice of this Settlement to the LWDA by filing a copy of
7 the fully executed Agreement, Motion for Approval of PAGA Settlement, supporting declarations,
8 and Proposed Judgment and Order with the LWDA via uploading through its website. Enclosed as
9 **Exhibit 6** is a true and correct copy of the LWDA's filing confirmation.

10 I declare, under penalty of perjury under the laws of the State of California, that the
11 foregoing is true and correct.

12 Executed on March 10, 2026 at Los Angeles, California.

13
14 

15 _____
William C. Sung

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Leah Pauli (“Plaintiff Pauli”), Plaintiff Ernesto Aguirre (“Plaintiff Aguirre”) (collectively “Plaintiffs”), Defendant Afton Properties, Inc. and Defendant StaffPay, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or each individually named party in the below-described lawsuits, inclusive of Plaintiff Pauli, Plaintiff Aguirre, Afton Properties, Inc., and/or StaffPay, LLC as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” mean Plaintiff Pauli’s and Plaintiff Aguirre’s PAGA lawsuits alleging wage and hour violations against Defendants captioned *Pauli v. Afton Properties, Inc., et al.*, Case No. CIVSB2411749, initiated on April 8, 2024 and pending in Superior Court of the State of California, County of San Bernardino and *Aguirre v. Afton Properties, Inc., et al.*, Case No. CIVSB2412177, initiated on April 11, 2024 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendants as a non-exempt employee in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods or dates of employment.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Bernardino.
- 1.9. “Defense Counsel” means (1) Jiaying Chen, Alexander Spellman, and Dina Glucksman of Gordon Rees Scully Mansukhani, LLP for Defendant Afton Properties, Inc. and (2) Todd

Scherwin and Joel Moon of Fisher & Philips LLP for Defendant StaffPay, LLC

- 1.10. “Effective Date” means the date the Court enters a Judgment on its Approval Order.
- 1.11. “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Individual Settlement for Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Individual Settlement for Plaintiffs” means payment to each Plaintiff in the amount of \$10,000.00 each, totaling \$20,000.00, in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 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” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual Settlement for Plaintiffs, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.
- 1.18. “PAGA Counsel” means (1) Samuel Wong, Kashif, Haque, Jessica Campbell, of Aegis Law Firm, PC, the attorneys representing the Plaintiff Pauli in the Actions and (2) William Sung, Tiffany Luu, and Joseph Ramli of Justice for Workers, PC, the attorneys representing Plaintiff Aguirre in the Actions.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.21. “PAGA Period” means the period from March 18, 2023 to June 13, 2025, subject to the Effective Date of the settlement and elections made pursuant to the escalator clause in Paragraph 8, *infra*.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.23. “PAGA Notice” means Plaintiff Pauli’s April 8, 2024, letter to Defendants and the LWDA and Plaintiff Aguirre’s April 11, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25. “Plaintiffs” mean Plaintiff Leah Pauli and Plaintiff Ernesto Aguirre, the named plaintiffs in the Actions.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” mean Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendants” means Defendant Afton Properties, Inc and Defendant StaffPay, LLC, the named defendants in the Actions.

2. RECITALS.

- 2.1. On April 8, 2024, Plaintiff Pauli commenced her action by filing a Complaint alleging causes of action against Defendant Afton Properties, Inc. for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, and violation of Business and Professions Code Sections 17200, *et seq.* On July 9, 2024, Plaintiff Pauli filed a First Amended Complaint adding a cause of action under the Private Attorneys General Act of 2004. Thereafter, Plaintiff Pauli dismissed all class claims after the Parties and their Counsel reviewed an arbitration agreement applicable to Plaintiff Pauli and the Pauli lawsuit.
- 2.2. On April 11, 2024, Plaintiff Aguirre commenced her action by filing a Class Action Complaint alleging causes of action for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage

Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair Competition. On May 22, 2024, Plaintiff Aguirre filed a First Amended Complaint adding a cause of action for Civil Penalties under the PAGA. Thereafter, Plaintiff Aguirre dismissed his class action all class claims after the Parties and their Counsel reviewed an arbitration agreement applicable to Plaintiff Aguirre and the Aguirre lawsuit.

- 2.3. Defendants deny all allegations in the Actions, deny any failure to comply with the laws identified in in the Actions and deny any and all liability for the causes of action alleged in the Actions.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.5. On May 8, 2025, the Parties participated in an all-day mediation presided over by Jill Sperber, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation Plaintiffs obtained, through informal discovery, policies, time records, pay records, and Plaintiffs' personnel files.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$300,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$100,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a

PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To Plaintiff: An Individual Settlement for Plaintiffs in the amount of \$10,000.00 each, totaling \$20,000.00, in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1, in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,450.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - 3.2.4.1. 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 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately two-hundred seven (207) Aggrieved Employees who worked an approximate total six-thousand, seven-hundred, eighty-nine (6,789) PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft

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

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property

Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions and the PAGA Notices, but not limited to California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226(a), 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 247, 247.5, 248, 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403 and 8397.4, IWC Wage Order 5, § 3-4, 7, 9, 11-12 and 14, C.C.R., Title 8, section 11050(3), (4), (7), (9), (11)-(12), (14), or under any other similar IWC Wage Order and such Wage Order's subsection as that additional Wage Order may apply to the released Plaintiffs, for transactions or occurrences that occurred during the PAGA Period ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on their records, Defendants estimate that there are approximately 207 Aggrieved Employees who worked 6,789 Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 6,789 by more than 10% (*i.e.* 7,468 pay periods), the Gross Settlement Amount will increase pro rata per at a 1% rate.. Alternatively, Defendants, in their sole discretion, retain the right to elect to adjust the ending date of the PAGA period so that no more than 7,468 pay periods are released and no additional funds are paid under this Agreement.

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a

mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Error! Unknown document property name.

AEGIS LAW FIRM, PC
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Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: Jcampbell@aegislawfirm.com

JUSTICE FOR WORKERS, P.C.

William C. Sung
E-Mail: william@justiceforworkers.com
Tiffany L. Luu
E-Mail: tluu@justiceforworkers.com
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Tel: 323-922-2000
Fax: 323-922-2000

To Defendants:

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Alexander Spellman
aspellman@grsm.com
Jiaying Chen
neochen@grsm.com
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Todd Scherwin
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Joel Moon
jmoon@fisherphillips.com
FISHER & PHILLIPS LLP
444 S. Flower Street, Ste. 1500,
Los Angeles, California 90071

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

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: 11/22/2025 | 2:20 PM PST

By:  DocuSigned by:
F046613487774D6...

PLAINTIFF LEAH PAULI

Dated: 11 / 03 / 2025

By: 

PLAINTIFF ERNESTO AGUIRRE

Dated: _____

By: _____

DEFENDANT AFTON PRORTIES,
INC.

Dated: _____

By: _____

DEFENDANT STAFFPAY, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 11/21/2025

By: 
Kashif Haque
Jessica Campbell
Attorneys for Plaintiff Pauli

LAWYERS FOR JUSTICE, PC

Dated: _____


William Sung
Joseph Ramli
Tiffany L. Luu

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: _____

By: _____

PLAINTIFF LEAH PAULI

Dated: 11 / 03 / 2025

By: Ernesto Aguirre

PLAINTIFF ERNESTO AGUIRRE

Dated: November 25, 2025

By: 

DEFENDANT AFTON PRORTIES,
INC. Reuven Gradon President

Dated: _____

By: _____

DEFENDANT STAFFPAY, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 11/21/2025

By: Jessica Campbell

Kashif Haque
Jessica Campbell
Attorneys for Plaintiff Pauli

LAWYERS FOR JUSTICE, PC

Dated: _____

William Sung

William Sung
Joseph Ramli
Tiffany L. Luu

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: _____

By: _____

PLAINTIFF LEAH PAULI

Dated: 11 / 03 / 2025

By: Ernesto Aguirre

PLAINTIFF ERNESTO AGUIRRE

Dated: _____

By: _____

DEFENDANT AFTON PRORTIES,
INC.

Dated: 11/24/2025

By: Cheryl Schmidt

DEFENDANT STAFFPAY, LLC

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 11/21/2025

By: Jessica Campbell

Kashif Haque
Jessica Campbell
Attorneys for Plaintiff Pauli

LAWYERS FOR JUSTICE, PC

Dated: _____

William Sung

William Sung
Joseph Ramli
Tiffany L. Luu

GORDON REES SCULLY
MANSUKHANI LLP

Dated: December 1, 2025

By:



Jiaying Chen
Alexander Spellman
Dina Glucksman
Attorneys for Defendant Afton
Properties, Inc.

FISHER & PHILLIPS LLP

Dated: _____

By:

Todd Scherwin
Joel Moon
Attorneys for Defendant StaffPay,
LLC

GORDON REES SCULLY
MANSUKHANI LLP

Dated: _____

By: _____

Jiaying Chen
Alexander Spellman
Dina Glucksman
Attorneys for Defendant Afton
Properties, Inc.

FISHER & PHILLIPS LLP

Dated: 11/24/2025

By: _____


Todd Scherwin
Joel Moon
Attorneys for Defendant StaffPay,
LLC

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

March 12, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Ernesto Aguirre v. Afton Properties, Inc., et al.*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Ernesto Aguirre ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Afton Properties, Inc. and Staffpay LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendant Afton Properties, Inc. ("Afton") owns and operates a property management company in the State of California. Defendant Staffpay, LLC ("Staffpay") is a staffing agency. Defendant Afton employed Plaintiff through Staffpay as an hourly paid, non-exempt employee from approximately May 2023 to February 2024 as a maintenance technician in Redlands, California. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for Defendant Afton either directly or through any staffing agency within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§

201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders including Wage Order 5-2001.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order 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." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including bonuses and the value of employer provided housing, into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including bonuses and the value of employer provided housing, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including bonuses and the value of employer provided housing, into the sick leave pay rate calculation.

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

the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, failure to state the correct name or address of the legal entity that is the employer, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 1198 provides: "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Defendants failed to pay aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Defendants failed to pay aggrieved employees for two (2) hours

at the employee's regular rate of pay on days in which aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, required use of their personal cellphones.

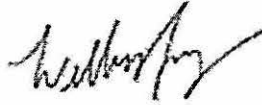
Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Afton Properties, Inc.
c/o Reuven Gradon
Agent for Service of Process
5850 W 3rd Street, Suite 199
Los Angeles, CA 90036

Staffpay, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

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Afton Properties, Inc.
c/o Reuven Gradon
Agent for Service of Process
5850 W 3rd Street, Suite 199
Los Angeles, CA 90036



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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
8-01 10.40	
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Afton Properties, Inc. / c/o Reuven Gradon 5850 W 3rd Street, Suite 199 Los Angeles, CA 90036 City, State, ZIP+4®	
PS Form 3800, January 2023 PSN 7500-02-000-9047 See Reverse for Instructions	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Afton Properties, Inc.
c/o Reuven Aradon
Agent for Service of Process
5850 W 3rd Street, Suite 199
Los Angeles, CA 90036



9590 9402 8354 3156 2640 21

2. Article Number (Transfer from service label)

9589 0710 5270 0409 4286 62

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

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☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
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☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage

\$ _____

Total Postage and Fees

\$ **8.69**

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Sent To
Staffpay, LLC
Street and Apt. No., or PO Box No.
330 N. Brand Blvd., Suite 700
City, State, ZIP+4[®]
Glendale, CA 91203

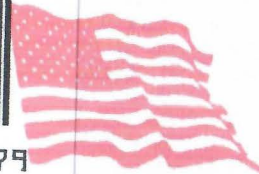
PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

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Staffpay, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FIELD AT POSTAGE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Staffpay, LLC
c/o CT Corporation System
Agent for Service of Process
830 N. Brand Blvd., Suite 700
Glendale, CA 91203



9590 9402 8354 3156 2640 38

2. Article Number (Transfer from service label)

9589 0710 5270 0409 4286 79

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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Restricted Delivery
(00)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.

Date: Tuesday, March 12, 2024 at 1:20:35 PM Pacific Daylight Time

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

To: William Sung

3/12/2024

LWDA Case No. LWDA-CM-1016160-24

Law Firm : Justice for Workers, P.C.

Plaintiff Name : Ernesto Aguirre

Employer: Afton Properties, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung, SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
3 E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Jeffrey Scott Ranen (SBN: 224285)
J.Scott.Ranen@Goliath-Law.com
7 **GOLIATH LAW**
8605 Santa Monica Blvd., No. 584066
8 West Hollywood, CA 90069
Telephone: (213) 789-65

9 Attorneys for Plaintiff ERNESTO AGUIRRE

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**
13
14

15 ERNESTO AGUIRRE , an individual and on
behalf of all others similarly situated;

16 Plaintiff,

17 vs.
18

19 AFTON PROPERTIES, INC., a California
corporation; STAFFPAY, LLC, a California
20 limited liability company; and DOES 1 through
50,

21 Defendants.
22
23
24
25
26
27
28

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
5/22/2024 5:36 PM
By: Shuai Zhou, DEPUTY

Case No.: CIVSB2412177

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);

- 1 (7) **FAILURE TO REIMBURSE**
2 **NECESSARY BUSINESS EXPENSES**
3 **(LABOR CODE § 2802);**
4 (8) **UNFAIR COMPETITION (BUS &**
5 **PROF CODE §§ 17200, *et seq.*); and**
6 (9) **CIVIL PENALTIES UNDER THE**
7 **CALIFORNIA PRIVATE**
8 **ATTORNEYS GENERAL ACT**
9 **(LABOR CODE §§ 2698, *et seq.*)**

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff ERNESTO AGUIRRE (“Plaintiff”), on behalf of himself and all others similarly
12 situated, hereby brings this First Amended Class and Representative Action Complaint
13 (“Complaint”) against Defendants AFTON PROPERTIES, INC., a California corporation
14 (“Defendant Afton”); STAFFPAY, LLC, a California limited liability company (“Defendant
15 Staffpay”); and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as
16 follows:

17 **JURISDICTION AND VENUE**

18 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
19 Complaint for recovery of unpaid wages and penalties under California Business and Professions
20 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
21 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order
22 5-2001 (“Wage Order 5”), in addition to seeking injunctive relief, declaratory relief, and restitution.
23 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
24 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
25 exceeds \$25,000.

26 2. Venue is proper in this judicial district because Defendants maintain offices, have
27 agents, and/or transact business in the State of California, including San Bernardino County, and
28 some of the acts and omissions complained of herein occurred in San Bernardino County.
Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

///

1 **PARTIES**

2 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
3 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
4 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
5 Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of
6 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
7 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
8 1198, 2802, 2698, *et seq.*, and Wage Order 5.

9 4. Plaintiff is informed and believes, and based thereon alleges, that during the
10 applicable statute of limitations for each cause of action pled herein and continuing to the present,
11 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
12 similarly-situated non-exempt employees within San Bernardino County, and the State of California
13 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

14 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
15 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
16 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
17 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
18 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
19 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
20 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
21 employment practices, wrongs, injuries, and damages complained of herein.

22 6. At all times herein mentioned, each of said Defendants participated in the doing of
23 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
24 Defendants, and each of them, were the agents, servants, and employees of each of the other
25 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
26 within the course and scope of said agency and employment.

27 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

1 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
2 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
3 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
4 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

5 8. At all times herein mentioned, Defendants, and each of them, were members of, and
6 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
7 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

8 9. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged.

11 **FACTUAL ALLEGATIONS**

12 10. Defendant Afton owns and operates a property management company in the State of
13 California. Defendant Staffpay is a staffing agency. Defendant Afton employed Plaintiff through
14 Staffpay as an hourly paid, non-exempt employee from approximately May 2023 to February 2024 as
15 a maintenance technician in Redlands, California..

16 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
17 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
18 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
19 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
20 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
21 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and failed to
22 compensate employees for this time. Upon information and belief, Defendants also failed to
23 incorporate multiple rates of pay and/or all non-discretionary remuneration, including bonuses and
24 the value of employer provided housing, into the regular rate of pay. As a result, Plaintiff and other
25 non-exempt employees were not compensated for all earned minimum and overtime wages.

26 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
27 legally compliant meal periods due to Defendants' meal period policies/practices, which have
28 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),

1 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
2 employees were not able to take their legally compliant meal breaks due to work demands imposed
3 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
4 and other non-exempt employees' hours worked, including accurate time records showing when
5 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
6 employees were not provided with all legally compliant meal periods to which they were entitled,
7 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
8 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
9 § 226.7. Upon information and belief, Defendants failed to incorporate multiple rates of pay and/or
10 all non-discretionary remuneration, including bonuses and the value of employer provided housing,
11 into the regular rate of pay

12 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
13 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
14 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
15 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
16 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
17 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
18 to which they were entitled, Defendants failed to compensate them with the required rest period
19 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
20 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
21 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
22 period was not authorized and permitted to their non-exempt employees.

23 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
24 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including
25 bonuses and the value of employer provided housing, into the paid sick leave pay rate.

26 15. Labor Code § 1198 provides: "The employment of any employee ... under conditions
27 of labor prohibited by the [Industrial Wage Orders] is unlawful." If an employee is required to
28 report for work a second time in any one workday and is furnished less than two (2) hours of work

1 on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate
2 of pay. During the relevant time period, Defendants failed to pay aggrieved employees half the
3 usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours
4 at the employee's regular rate of pay for workdays in which aggrieved employees reported to work
5 and were furnished less than half the usual or scheduled day's work. During the relevant time
6 period, Defendants failed to pay non-exempt employees for two (2) hours at the employee's regular
7 rate of pay on days in which aggrieved employees were required to report for work a second time in
8 one workday and were furnished less than two (2) hours of work upon the second reporting.

9 16. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
10 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
11 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
12 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
13 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
14 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
15 upon their separation of employment from Defendants.

16 17. Additionally, Defendants required non-exempt employees to use their personal
17 cellphones. Despite requiring employees to incur these necessary business expenses, Defendants
18 failed to reimburse Plaintiff and other non-exempt employees for the cost of these expenses.

19 **CLASS ACTION ALLEGATIONS**

20 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
21 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 22 a. Minimum Wage Class: All current and former hourly-paid or non-exempt employees
23 who worked for Defendant Afton either directly or through any staffing agency
24 within the State of California during the four years immediately preceding the filing
25 of this action through the present.
- 26 b. Overtime Class: All current and former hourly-paid or non-exempt employees who
27 worked for Defendant Afton either directly or through any staffing agency within the
28 State of California during the four years immediately preceding the filing of this

1 action through the present and who worked more than eight hours per day and/or 40
2 hours per week.

- 3 c. Meal Period Class: All current and former hourly-paid or non-exempt employees
4 who worked for Defendant Afton either directly or through any staffing agency
5 within the State of California during the four years immediately preceding the filing
6 of this action through the present and who: (i) worked at least one shift in excess of
7 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the
8 four years immediately preceding the filing of this action through the present.
- 9 d. Rest Period Class: All current and former hourly-paid or non-exempt employees who
10 worked for Defendant Afton either directly or through any staffing agency within the
11 State of California during the four years immediately preceding the filing of this
12 action through the present and who worked at least one shift of 3.5 or more hours,
13 during the four years immediately preceding the filing of this action through the
14 present.
- 15 e. Wage Statement Class: All current and former hourly-paid or non-exempt employees
16 who worked for Defendant Afton either directly or through any staffing agency
17 within the State of California and who received a wage statement, during the one
18 year immediately preceding the filing of this action through the present.
- 19 f. Waiting Time Penalty Class: All of the formerly employed members of the
20 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
21 during the three years immediately preceding the filing of this action through the
22 present.
- 23 g. Expense Reimbursement Class: All current and former hourly-paid or non-exempt
24 employees who worked for Defendant Afton either directly or through any staffing
25 agency within the State of California and who were not reimbursed for all necessary
26 business expenses, during the four years immediately preceding the filing of this
27 action through the present.

28 ///

1 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be impractical, if not impossible. The membership of the Classes is
3 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
4 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
5 of Defendants' employment records, including payroll records.

6 20. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
8 the Classes, which predominate over questions affecting only individual members including,
9 without limitation to:

- 10 a. Whether Defendants properly paid all overtime wages to members of the Overtime
11 Class;
- 12 b. Whether Defendants paid at least the minimum wage for all hours worked to
13 members of the Minimum Wage Class;
- 14 c. Whether Defendants provided all legally compliant meal periods or paid meal period
15 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
16 226.7 and 512;
- 17 d. Whether Defendants authorized and permitted all legally compliant rest periods or
18 paid all rest period premium wages due to members of the Rest Period Class
19 pursuant to Labor Code §§ 226.7 and 516;
- 20 e. Whether Defendants furnished legally compliant wage statements to members of the
21 Wage Statement Class pursuant to Labor Code § 226;
- 22 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
23 all necessary business expenses pursuant to Labor Code § 2802; and
- 24 g. Whether Defendants timely paid all final wages to members of the Waiting Time
25 Class at the time of their separation of employment pursuant to Labor Code §§ 201
26 and 202.

27 These common questions of law and fact set forth above are numerous and substantial and
28 stem from Defendants' policies and/or practices applicable to each individual class member. As

1 such, the common questions predominate over individual questions concerning each individual
2 class member's showing as to their eligibility for recovery or as to the amount of their damages.

3 21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
4 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
5 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
6 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
7 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
8 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
9 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
10 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
11 necessary business expenses.

12 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
13 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
14 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
15 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
16 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
17 members of the Classes.

18 23. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
19 public interest in establishing minimum working conditions and standards in California. These laws
20 and labor standards protect the average working employee from exploitation by employers who
21 have the responsibility to follow the laws and who may seek to take advantage of superior economic
22 and bargaining power in setting onerous terms and conditions of employment. The nature of this
23 action and the format of laws available to Plaintiff and members of the Classes make the class
24 action format a particularly efficient and appropriate procedure to redress the violations alleged
25 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
26 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
27 resources of each individual plaintiff with their vastly superior financial and legal resources.

28 ///

1 24. Moreover, requiring each member of the Class(es) to pursue an individual remedy
2 would also discourage the assertion of lawful claims by employees who would be disinclined to file
3 an action against their former and/or current employer for real and justifiable fear of retaliation and
4 permanent damages to their careers at subsequent employment. The claims of the individual
5 members of the Class are not sufficiently large to warrant vigorous individual prosecution
6 considering all of the concomitant costs and expenses attending hereto.

7 25. Furthermore, the prosecution of separate actions by the individual class members,
8 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
9 with respect to the individual class members against Defendants herein; and which would establish
10 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
11 respect to individual class members which would, as a practical matter, be dispositive of the interest
12 of the other class members not parties to adjudications or which would substantially impair or
13 impede the ability of the class members to protect their interests. As such, the Classes identified
14 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

15 **FIRST CAUSE OF ACTION**

16 **MINIMUM WAGE VIOLATIONS**

17 **(Against All Defendants)**

18 26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
19 fully set forth herein.

20 27. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
21 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
22 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
23 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
24 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
25 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
26 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
27 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
28 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and

1 Wage Order 5.

2 28. Labor Code § 1198 makes unlawful the employment of an employee under
3 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
4 employer who has failed to pay its employees the legal minimum wage is liable to pay those
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 29. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
8 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
9 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
10 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
11 3289.

12 **SECOND CAUSE OF ACTION**
13 **OVERTIME WAGE VIOLATIONS**
14 **(Against All Defendants)**

15 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
18 Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages
19 and compensation for all overtime hours worked and provide a private right of action for the failure
20 to pay all overtime compensation for overtime work performed.

21 32. At all times relevant herein, Defendants were required to properly compensate non-
22 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
23 worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer
24 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
25 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
26 Class to work overtime hours but failed to compensate these employees for all overtime hours
27 actually worked.

28 ///

1 33. As a consequence of Defendants’ non-payment of overtime wages, Plaintiff and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California, including
13 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
14 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

15 36. Despite Defendants’ violations, Defendants did not pay an additional hour of pay to
16 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 37. As a consequence of Defendants’ unlawful meal period practices, Plaintiff and
19 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
20 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
21 §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(Against All Defendants)**

25 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

27 39. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
28 employees to be provided with a rest period of at least 10 minutes for each four-hour period

1 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
2 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
3 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
4 an additional hour of pay at their respective regular rate for the rest periods that they failed to
5 authorize and permit them to take, as required by Labor Code § 226.7.

6 40. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
7 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
8 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
9 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
10 3287 and 3289.

11 **FIFTH CAUSE OF ACTION**
12 **WAGE STATEMENT PENALTIES**
13 **(Against All Defendants)**

14 41. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and members of the Wage Statement Class with accurate and complete, itemized wage statements
19 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
20 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
21 period, and/or the correct name and address of the legal entity that is the employer in violation of
22 Labor Code § 226.

23 43. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
24 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
25 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
26 premium wages owed and deprived them of the information necessary to identify the discrepancies
27 in Defendants' reported payroll data.

28 ///

1 44. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
2 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
3 attorneys' fees, and costs of suit according to California Labor Code § 226.

4 **SIXTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

7 45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 46. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
10 employer to pay all wages immediately at the time of separation of employment in the event the
11 employer discharges the employee or the employee provides at least 72 hours of notice of their
12 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
13 said employee's wages become due and payable not later than 72 hours upon said employee's last
14 date of employment.

15 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
17 separation from employment, including unpaid minimum and overtime wages as well as unpaid
18 meal and rest period premium wages.

19 48. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
21 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
22 the requirements of Labor Code §§ 201-202.

23 49. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in continued payment of
26 daily wages up to thirty days from the time the wages were due.

27 50. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
28 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §

1 203.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

4 **(Against All Defendants)**

5 51. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 52. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
8 states that “an employer shall indemnify his or her employees for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
10 or obedience to the directions of the employer.”

11 53. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
12 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
13 performance of their job duties.

14 54. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
15 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
16 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(Against All Defendants)**

20 55. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 56. Defendants have engaged and continue to engage in unfair and/or unlawful business
23 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 24 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
25 wages due;
- 26 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 27 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
28 periods to which they are entitled, and failing to pay them all meal period premium

wages due;

- d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they are entitled, and failing to pay them all rest period premium wages due;
- e. failing to issue accurate and itemized wage statements to Plaintiff and members of the Wage Statement Class;
- f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time Penalty Class; and
- g. failing to reimburse all necessary business expenses to Plaintiff and members of the Expense Reimbursement Class.

57. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

58. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

59. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

60. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

61. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved

Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved

- 1 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 2 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
- 3 violation of Labor Code § 2802;
- 4 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
- 5 Code § 246;
- 6 i. Failing to pay Aggrieved Employees call-back pay premium wages in violation of
- 7 Labor Code § 1198;
- 8 j. Failing to pay Aggrieved Employees all earned wages at least twice during each
- 9 calendar month in violation of Labor Code § 204; and
- 10 k. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
- 11 of Labor Code §§ 1174 and 1198.

12 62. On or about March 12, 2024, Plaintiff notified Defendants via certified mail, and

13 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of

14 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties

15 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the

16 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying

17 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,

18 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has

19 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act

20 with respect to these violations.

21 63. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive

22 under California Labor Code § 2699(g).

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf

25 this suit is brought against Defendants, as follows:

- 26 1. For an order certifying the proposed Classes;
- 27 2. For an order appointing Plaintiff as representative of the Classes;
- 28 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

- 1 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
3 1197;
- 4 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
5 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 6 6. Upon the Third Cause of Action, for meal period premium wages according to proof
7 pursuant to Labor Code §§ 226.7, 512, and 558;
- 8 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
9 pursuant to Labor Code §§ 226.7, 516, and 558;
- 10 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226;
- 12 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
13 203;
- 14 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
15 proof pursuant to Labor Code § 2802;
- 16 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
17 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
18 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
19 *seq.*;
- 20 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
21 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
22 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
23 pay each employee and \$200 for each subsequent violation or willful or intentional violation
24 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
25 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
26 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
27 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
28 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation

1 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
2 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
3 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
4 subsequent violation per employee per pay period for those violations of the Labor Code for which
5 no civil penalty is specifically provided;

6 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
7 and Civil Code §§ 3287 and 3289;

8 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
9 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

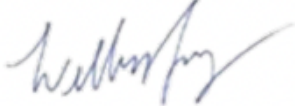
10 15. For such other and further relief, the Court may deem just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a trial by jury on all claims.

13
14 DATED: May 22, 2024

JUSTICE FOR WORKERS, P.C.

15
16 By: 

17 William C. Sung

18 Tiffany L. Luu

19 Attorneys for Plaintiff ERNESTO AGUIRRE
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EXHIBIT 4



Ernesto Aguirre v. Afton Properties
San Bernardino Superior Court, Case No.: CIVSB2412177

Date	Description of Cost Item	Invoice #	Amount
3/12/24	Certified Mailing Cost for PAGA Letter + LC Request	9589 0710 5270 0409 4286 79 (Staffpay)	\$8.69
3/12/24	Certified Mailing Cost for PAGA Letter + LC Request	9589 0710 5270 0409 4286 62 (Afton)	\$10.40
3/12/24	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM- 1016160-24	\$75.00
4/11/24	e-Filing Fee for Complaint	9251793	\$10.25
5/2/24	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	9440549	\$1,534.24
6/20/24	e-Filing Fee for First Amended Complaint	9699433	\$15.66
6/24/24	e-Filing Fee for Proof of Service of Summons and Complaint	9699459-03	\$15.66
6/24/24	Service of Process Fee to Serve Def.	9699459-01	\$82.40
6/26/24	e-Filing Fee for Proof of Service of Summons and Complaint	9889491	\$15.66
6/28/24	Service of Process Fee to Serve Def.	9699459-02	\$92.70
10/31/24	e-Filing Fee for Joint Case Management Conference Statement	10685741	\$15.66
11/4/24	Court Call Fee	N/A	\$72.00
11/15/24	e-Filing Fee for Stipulation	10685790	\$36.26
11/19/24	e-Filing Fee for Proof of Service	10696345	\$15.66
12/4/24	Document Download Fee	293721362	\$4.18
12/31/24	e-Filing Fee for Proof of Service	10888738	\$15.66
4/17/25	Plaintiff's Share of Mediation Fee - Judicate West	660996	\$6,450.00
8/13/25	e-Filing Fee for Joint Stipulation	12596953	\$10.25
8/13/25	Court Call Fee	N/A	\$72.00
Estimated Future Cost	e-Filing Fee Motion for Approval of PAGA Settlement	N/A	\$77.97
Estimated Future Cost	Court Call Fee	N/A	\$72.00
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	\$16.17

Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	\$16.17
		TOTAL	\$8,734.64

EXHIBIT 5

Re: *Payment from Ernesto Aguirre v. Afton Properties, Inc., et al. and Leah Pauli v. Afton Properties, Inc., et al., Superior Court of California for County of San Bernardino, Case Nos. CIVSB2411749 and CIVSB2412177*

SIMID

Name

Address

Dear NAME:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuits titled *Ernesto Aguirre v. Afton Properties, Inc., et al.*, Case No. CIVSB2411749, pending in the Superior Court of California for the County of San Bernardino and *Leah Pauli v. Afton Properties, Inc., et al.*, Case No. CIVSB2411749, pending in the Superior Court of California for the County of San Bernardino (the “Actions”).

The Actions were filed against Defendants Afton Properties, Inc. and StaffPay, LLC (collectively, “Defendants”) and include a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Actions were brought by Plaintiffs Ernesto Aguirre and Leah Pauli (“Plaintiffs”), former employees of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the cases were brought.

Plaintiffs claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiffs’ claims, and on April 21, 2026 at 8:30 a.m., the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendants do not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiffs’ claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller’s Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Actions, you and the State of California have been bound by the settlement entered in the Actions and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for PAGA penalties arising during the PAGA Period of May 18, 2023 to June 13, 2025 that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions and the PAGA Notices.

If you have any questions, you can contact ILYM Group, Inc., the Settlement

Administrator, at (____) ____ - ____.

EXHIBIT 6