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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

ALICIA D. COLE and STEVEN ALEX SCHOOL, individuals, on behalf of themselves and others allegedly aggrieved, Plaintiffs, vs. THE CBM GROUP, INC, a California corporation and DOES 1 through 50, inclusive, Defendants.	Case No.: S-CV-0053071 Assigned For All Purposes To: Honorable Michael W. Jones Department: 3 **DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT** *[filed concurrently with Plaintiffs' Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Lisa Mullins; and [Proposed] Order]* Date: November 5, 2026 Time: 8:30 a.m. Department: 3 Complaint Filed: June 24, 2024 First Amended Complaint Filed: August 29, 2024 Second Amended Complaint Filed: August 6, 2026 Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D. Law, Inc., counsel of record for Plaintiffs Alicia D. Cole and Steven Alex School ("Plaintiffs") on behalf of themselves and other similarly situated employees of Defendant The CBM Group, Inc. ("Defendant") ("Plaintiffs and Defendant collectively referred to herein as "the Parties"). I and my firm are referred to herein as "PAGA Counsel."

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement Agreement ("Motion"). A copy of the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached as **Exhibit 1** hereto, with the Notice of PAGA Settlement and Approval ("Aggrieved Employees' Notice") attached as **Exhibit A** to the Settlement Agreement.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Alicia D. Cole gave timely written notice to Defendant and the Labor and Workforce Development Agency ("LWDA") by sending her PAGA Notice on June 24, 2024 (LWDA-CM-1036131-24). A true and correct copy of her PAGA Notice is attached hereto as **Exhibit 2**. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff Alicia D. Cole that it intended to investigate her allegations.

5. On June 24, 2024, Plaintiff Alicia D. Cole filed a class action complaint in the Placer County Superior Court against Defendant alleging claims under the California Labor Code for (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse

Necessary Business; and (11) Violation of Business & Professions Code § 17200 *et seq*. (the "Action").

6. On August 29, 2024, 65 days after Plaintiff Alicia D. Cole's submission of the PAGA Notice, Plaintiff Alicia D. Cole filed a First Amended Class Action Complaint, alleging a twelfth cause of action for Penalties Under PAGA Labor Code § 2698.

7. On November 18, 2024, Plaintiff Alicia D. Cole filed a Request for Dismissal of Plaintiff's Class Claims Without Prejudice Pursuant to CRC 3.770 pursuant to an arbitration agreement with a collective action and class action waiver Plaintiff Alicia D. Cole signed while employed with Defendant, which the Court granted on November 27, 2024.

8. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending their amended PAGA Notice on March 18, 2025 (LWDA-CM-1036131-24). A true and correct copy of their amended PAGA Notice is attached hereto as **Exhibit 3**. The LWDA did not respond to their amended PAGA Notice and did not notify Plaintiffs that it intended to investigate their allegations.

9. On August 6, 2026, Plaintiffs filed a Second Amended Complaint for Representative Action for Penalties Under Private Attorneys General Act, Labor Code § 2698 *et seq*. alleging a twelfth cause of action for Penalties Under PAGA Labor Code § 2698, which added Plaintiff Steven Alex School as an additional named Plaintiff and PAGA Representative to this Action ("Operative Complaint").

10. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between PAGA Counsel and Plaintiffs, as well as preliminary research into the various legal issues involved in the case. After conducting our initial investigation, we determined that Plaintiffs' claims were well-suited to proceed on a representative basis owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

11. After initiating the Action, the Parties met and conferred about the claims and issues in this case, including the existence of an arbitration agreement with a collective action and class action waiver between the Parties, and agreed to explore resolution of this case through mediation with a

highly respected mediator. Prior to mediation, Defendant provided data, numbers, and documents, including a company handbook entitled "The CBM Group Employee Handbook," a sampling of Aggrieved Employees' timekeeping and payroll data, information and documentation regarding Defendant's wage and hour policies, Plaintiffs' wage statements and personnel file, meal period and rest period information, and a binding arbitration agreement signed by Plaintiff Alicia D. Cole. Defendant also provided information relating to the number of Aggrieved Employees and PAGA Pay Periods.

12. The information and data exchanged by Plaintiffs and Defendant prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

13. On April 21, 2026, the Parties attended an all-day mediation with highly respected wage and hour mediator the Gig Kyriacou. During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiffs' claims, Defendant's defenses, procedural challenges in this case, and the prospects of further litigation. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in representative actions such as this one.

14. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action and worked together to finalize and execute the long-form PAGA Settlement Agreement.

15. The Parties believe and agree that the PAGA Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes

that the Settlement confers real benefits upon the State and Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion.

16. For purposes of the Settlement, "Aggrieved Employees" are defined as: all persons who worked for Defendant in California as non-exempt employees at any time during the PAGA Period, which is the period from June 24, 2023, through June 22, 2026. (Exhibit 1, ¶¶ 1.4, 1.21.) The Gross Settlement Amount was calculated based on the estimate that 180 Aggrieved Employees worked a total of 7,242 pay periods during the PAGA Period. (Exhibit 1, ¶ 8.) If the total number of pay periods during the PAGA Period exceeds 110% of 7,242 pay periods (i.e., exceeds 7,966 pay periods), then the Gross Settlement Amount shall be increased proportionally only for the pay periods in excess of that 110% threshold. (*Id.*) For example, if the total number of pay periods is 15% greater than 7,242, the Gross Settlement Amount shall increase by 5%. (*Id.*)

17. The Settlement Agreement requires Defendant to pay the total sum of $275,000.00 (the "Gross Settlement Amount" or "GSA"). (Exhibit 1, ¶ 1.12.) Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Court enters a Judgment approving the Settlement and the Judgment is final, e.g., which is the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (Exhibit 1, ¶¶ 1.11, 4.2.) The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of one-third of the Gross Settlement Amount, or $91,666.67, and reimbursement of actual expenses incurred to prosecute the Action in the amount of $19,230.63 ("PAGA Counsel Fees and Costs Award") (Exhibit 1, ¶ 3.2.2);

b) Administration costs of no more than $3,950.00 to be paid to the Administrator, ILYM Group, Inc. ("ILYM"), for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment") (Exhibit 1, ¶ 3.2.1); and

c) The remainder of the Gross Settlement Amount after deducting the above costs ("Net Settlement Amount") is approximately $160,152.70 and shall be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(m), with 65% ($104,099.26) being paid to the LWDA ("LWDA PAGA Payment") and 35% ($56,053.44) being paid to the Aggrieved Employees on a pro-rata basis ("Individual PAGA Payment") (Exhibit 1, ¶ 3.2.3.) The average payment to the Aggrieved Employees will be approximately $311.41 per person ($56,053.44 divided by 180 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the information provided by Defendant) as their share of the Individual PAGA Payment.

18. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF'S CASE IN LIGHT OF THE SETTLEMENT AMOUNT

19. Plaintiffs allege that Defendant violated various provisions of California law and seek civil penalties for the foregoing violations pursuant to Labor Code § 2698 *et seq*. Under Labor Code § 2698, specifically, Plaintiffs alleges that Defendant:

- Failed to pay Plaintiffs and Aggrieved Employees minimum wages and overtime for "off-the-clock" work, including requiring Plaintiffs and Aggrieved Employees to work shifts over eight hours in a day and over forty hours in a week, but failed to pay them for

time worked beyond their scheduled work hours.

- Failed to pay Plaintiffs and Aggrieved Employees overtime and meal period premiums at the proper regular rate of pay as Defendant paid bonuses and other forms of renumeration to employees but did not incorporate the bonuses and other forms of renumeration into the regular rate of pay for purposes of paying overtime and meal premiums.
- Failed to provide Plaintiffs and Aggrieved Employees with their required first and second meal breaks of at least 30 minutes. When Plaintiffs and Aggrieved Employees were permitted to take meal breaks, they were often untimely, interrupted, or shortened by the necessity to respond to pending work demands and customer inquiries.
- Failed to provide Plaintiffs and Aggrieved Employees with compliant rest breaks as Defendant required them to work through rest breaks, take their rest breaks late, or take rest breaks that were less than 10 minutes due to work demands, understaffing, and pressure from Defendant's management. Further, Defendant maintained a policy preventing Plaintiffs and Aggrieved Employees from leaving the premises during rest breaks, thus failing to relinquish control over how employees spend their time.
- Failed to issue accurate wage statements, including the failure to include the total hours per pay period and failure to accurately account for all off-the-clock work and missed meal and rest premiums.
- Failed to maintain accurate records for Plaintiffs and Aggrieved Employees by failing to pay Plaintiffs and Aggrieved Employees proper wages, overtime, and premium pay.
- Failed to pay all wages earned by and owed to Plaintiffs and Aggrieved Employees during employment, at the time of their termination, or within seventy-two (72) hours of their resignation.
- Failed to reimburse Plaintiffs and Aggrieved Employees for necessary work-related expenses incurred, including personal cell phone usage to respond to calls from management and purchasing tools to provide maintenance services.

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20. Defendant denied and continues to deny all of the claims made by Plaintiffs in this Action and contends that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiffs and Aggrieved Employees were required to report all hours worked and were paid for all hours worked, that Defendant paid all wages at the proper rates, and that any bonuses paid were discretionary in nature and not includible in the calculation of the regular rate of pay; that Defendant provided Plaintiffs and Aggrieved Employees with the reasonable opportunity to take compliant meal periods and rest breaks and that any deviations were at the voluntary election of Plaintiffs and Aggrieved Employees; that Defendant paid meal premiums for any non-compliant meal breaks; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant fully reimbursed Plaintiffs and Aggrieved Employees for reasonable business expenses incurred; and that Defendant's wage statements complied with the law. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

21. The Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows Plaintiffs to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f)(2) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(m), sixty-five percent (65%) of the penalties recovered must be allocated to the LWDA, with the remaining thirty-five percent (35%) allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of $100 per violation applies in the absence of a determination that a violation actually occurred.

22. Plaintiffs estimated that the maximum potential exposure on the PAGA claim is $724,200.00, calculated by multiplying the total number of PAGA Pay Periods (7,242) by $100 per

violation. Plaintiffs' calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA Pay Period (i.e., Plaintiffs did not stack the PAGA penalties in their damages calculation).

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

24. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $275,000.00 Gross Settlement Amount in this case, Plaintiffs considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant's defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiffs applied a conservative discount of 60% to the maximum potential exposure (which equates to $40 penalty per pay period) to get a realistic potential exposure of $289,680.00 (7,242 pay periods x $40 penalty per pay period).

25. The Gross Settlement Amount of $275,000.00 is 95% of the realistic potential exposure of $289,680.00. PAGA Counsel submits that this is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

REQUEST FOR ATTORNEYS' FEES AND COSTS

26. PAGA Counsel is requesting a PAGA Counsel Fees Award in the amount of **$91,666.67** and a PAGA Counsel Costs Award of **$19,230.63** for litigation costs incurred. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 4**. The lion's share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action.

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

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

29. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that

the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

30. PAGA Counsel is well acquainted with the contingent fee market throughout California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceed one-third of the recovery. Plaintiffs here signed a retainer agreement indicating that PAGA Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. PAGA Counsel's recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have been one-third of the recovery.

31. Plaintiff's counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than one-third of the gross settlement amount. *See Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to Plaintiff's counsel in wage-and-hour class actions that had not proceeded to

the class-certification stage.

The Lodestar Method

32. Further, PAGA Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

33. PAGA Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, PAGA Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 5** and the adjustments thereto based on locality, years of experience, and position within the firm.[1]

34. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and PAGA Counsel exhibited skill and creativity in prosecuting and presenting them.

35. PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay

[1] The lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness. Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

records, an employment handbook, Plaintiffs' personnel files, relevant policies, and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendant at the mediation, engaged in meet and confer efforts with Defendant, drafted and revised the Settlement Agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least **153.0** hours of attorney time in this matter. To provide the Court with an overview of the work done by PAGA Counsel in this case, PAGA Counsel's contemporaneous time records substantiating the 153.0 hours worked is attached hereto as **Exhibit 6**.

36. I have invested at least 3.1 hours for a total of $4,185.00 in attorneys' fees ($1,350/hr x 3.1 hours = $4,185.00). Senior Attorney Roman Shkodnik invested approximately 13.0 hours for a total of $17,485.00 ($1,345/hr x 13.0 hours = $17,485.00). Senior Attorney Alvin B. Lindsay invested approximately 10.6 hours for a total of $17,882.20 ($1,687/hr x 10.6 hours = $17,882.20). Associate Attorney Jean Hopkins Power invested approximately 90.4 hours for a total of $114,175.20 in attorneys' fees ($1,263/hr x 90.4 hours = $114,175.20). Associate Attorney Emma Geesaman invested approximately 0.5 hours for a total of $305.00 in attorneys' fees ($610/hr x 0.5 hours = $305.00). Associate Attorney Arianna N. Razi invested approximately 18.5 hours for a total of $10,341.50 in attorneys' fees ($559/hr x 18.5 hours = $10,341.50). Paralegal Sasha Zambrano invested approximately 6.2 hours for a total of $1,717.40 in attorneys' fees ($277/hr x 6.2 hours = $1,717.40). Paralegal Katheryn Perez invested approximately 1.8 hours for a total of $498.60 in attorneys' fees ($277/hr x 1.8 hours = $498.60). Paralegal Jonathan Morataya invested approximately 0.6 hours for a total of $199.20 in attorneys' fees ($332/hr x 0.6 hours = $199.20). Paralegal Janet Linares invested approximately 1.9 hours for a total of $526.30 in attorneys' fees ($277/hr x 1.9 hours = $526.30). Paralegal Akiko Anna Iwata invested approximately 6.3 hours for a total of $2,091.60 in attorneys' fees ($332/hr x 6.3 hours = $2,091.60). Paralegal Brent Insua invested approximately 0.1 hours for a total of $33.20 in attorneys' fees ($332/hr x 0.1 hours = $33.20). Therefore, PAGA Counsel has collectively incurred 153.0 hours and $169,440.20 in fees.

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37. The below table summarizes PAGA Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	3.1	$4,185.00	$19,230.63
Roman Shkodnik (D.LAW)	13.0	$17,485.00	
Jean Hopkins Power (D.LAW)	90.4	$114,175.20	
Alvin B. Lindsay (D.LAW)	10.6	$17,882.20	
Emma Geesaman (D.LAW)	0.5	$305.00	
Arianna N. Razi (D.LAW)	18.5	$10,341.50	
Sasha Zambrano (D.LAW)	6.2	$1,717.40	
Katheryn Perez (D.LAW)	1.8	$498.60	
Jonathan Morataya (D.LAW)	0.6	$199.20	
Janet Linares (D.LAW)	1.9	$526.30	
Akiko Anna Iwata (D.LAW)	6.3	$2,091.60	
Brent Insua (D.LAW)	0.1	$33.20	
Total:	**153.0**	**$169,440.20**	**$19,230.63**

38. In light of the foregoing, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested PAGA Counsel Fees Award in the amount of one-third of the Gross Settlement Amount, or $91,666.67.

39. Multiplying the total hours billed by PAGA Counsel to the litigation by their reasonable hourly rates yields a lodestar of $169,440.20, which is more than the $91,666.67 in attorneys' fees PAGA Counsel are requesting, resulting in a negative multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D.

Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it "suggests the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel."].) As such, PAGA Counsel respectfully request the Court grant their request for $91,666.67 in attorneys' fees.

EXPERIENCE AND VIEWS OF COUNSEL

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

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

42. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See* e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et*

al. (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care*

Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

43. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Given my experience and the focus of my practice in a highly specialized area of law, my rate is $1,350.00 per hour. Throughout the course of this litigation, I have spent approximately 3.1 hours on this matter. My lodestar for my hours spent on this case amounts to approximately $4,185.00 (3.1 x $1,350.00 = $4,185.00).

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

to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $1,345.00 per hour. Throughout the course of this litigation, attorney Roman Shkodnik estimates he has spent at least 13.0 hours litigating this matter. Accordingly, Mr. Shkodnik's lodestar in this matter is $17,485.00 (13.0 x $1,345.00 = $17,485.00).

45. Senior Counsel Alvin B. Lindsay graduated from the United States Military Academy at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then earned his Juris Doctorate from Whittier Law School and has been practicing in California for over twenty years. Since 2010, he has exclusively focused his practice on representing employees including in wage-and-hour class and PAGA actions. During his career, he has represented employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and has been successful in getting many contested class action cases certified and has secured class and PAGA settlements for many millions of dollars against a range of defendants, including Fortune 500 companies. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Given his experience and the focus of his practice in a highly specialized area of law, his rate is $1,687.00 per hour. Throughout the course of this litigation, Alvin B. Lindsay estimates he has spent at least 10.6 hours litigating this matter. Accordingly, Mr. Lindsay's lodestar in this matter is $17,882.20 (10.6 x $1,687.00 = $17,882.20).

46. Attorney Jean Hopkins Power received her bachelor's degree from Texas Tech University, in 1986. She then earned her Juris Doctorate from Texas Tech School of Law in May of 1989. She became licensed to practice law in the State of Texas in 1989 and became licensed in the State of California in 2019. Since 2019, she has exclusively focused exclusively in the area of employment law and has been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal wage and hour class actions. Throughout the course of this litigation, attorney Jean Hopkins Power estimates she has spent at least 90.4 hours litigating this matter. Accordingly, Ms. Power's lodestar in this matter is $114,175.20 (90.4 x $1,263.00 =

$114,175.20).

47. Associate Attorney Emma Geesaman received her Bachelor of Arts in political science from Boston University in 2019. She then earned her Juris Doctorate from Case Western Reserve University Law School in May of 2023. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $610.00 per hour. Throughout the course of this litigation, attorney Emma Geesaman estimates she has spent at least 0.5 hours litigating this matter. Accordingly, Ms. Geesaman's unadjusted lodestar in this matter is $305.00 (0.5 x $610.00 = $305.00).

48. Attorney Arianna Razi received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class and PAGA actions. Given her experience and the focus of her practice in a highly specialized area of law, her rate is $559.00 per hour. Throughout the course of this litigation, Arianna Razi estimates she has spent at least 18.5 hours litigating this matter. Accordingly, Ms. Razi's lodestar in this matter is $10,341.50 (18.5 x $559.00 = $10,341.50).

49. 22. I have also reviewed the files and billable records for paralegal Sasha Zambrano. Sasha Zambrano graduated from Universidad Catolica Andres Bello in Caracas, Venezuela with a degree of Attorney at Law. She began her legal career in 2012, in labor law and employment matters. Since 2017, Ms. Zambrano has worked exclusively on wage and hour matters class and representative action cases. In June 2025, Senior Attorney Alvin B. Lindsay of D.Law attested to Ms. Zambrano's paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Zambrano estimates she has spent at least 6.2 hours litigating this matter. Accordingly, Ms. Zambrano's lodestar in this matter is $1,717.40 (6.2 x $277.00 = $1,717.40).

50. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in Political

Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters class and representative action cases. In November 2025, managing partner David Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Perez estimates she has spent at least 1.8 hours litigating this matter. Accordingly, Ms. Perez's lodestar in this matter is $498.60 (1.8 x $277.00 = $498.60).

51. I have also reviewed the files and billable records for certified paralegal Jonathan Morataya. Jonathan Morataya graduated magna cum laude from California State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He began his legal career in 2022 in wage and hour employment matters and was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience as a paralegal under Business & Profession Code section 6450(c)(3). In 2025, Mr. Morataya earned his ABA-approved Certificate in Paralegal Studies from Pasadena City College meeting the requirements of Business & Profession Code section 6450(c)(1). Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Morataya estimates he has spent at least 0.6 hours litigating this matter. Accordingly, Mr. Morataya's lodestar in this matter is $199.20 (0.6 x $332.00 = $199.20).

52. I have also reviewed the files and billable records for certified paralegal Janet Linares. Ms. Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Given her experience, her current hourly rate is $277.00 (adjusted Laffey Matrix rate of $283.93) Throughout the course of this litigation, Ms. Linares estimates she has spent at least 1.9 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $526.30 (1.9 x $277.00 = $526.30).

53. I have also reviewed the files and billable records for certified paralegal Akiko Anna Iwata. Ms. Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022 in real estate matters as a legal assistant and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Given her experience, her current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 6.3 hours litigating this matter. Accordingly, Ms. Iwata's lodestar in this matter is $2,091.60 (6.3 x $332.00 = $2,091.60).

54. I have also reviewed the files and billable records for certified paralegal Brent Insua. Brent Insua graduated from University of California, Santa Cruz in 2023 with a bachelor's degree in politics. In 2024, Mr. Insua graduated from the University of California, Los Angeles, Paralegal Training Program meeting the requirements of Business & Profession Code section 6450(c)(1). In January 2025, Mr. Insua joined D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage and hour class action and representative cases. Given his experience, his current hourly rate is $332.00 (adjusted Laffey Matrix rate of $283.93). Throughout the course of this litigation, Mr. Insua estimates he has spent at least 0.1 hours litigating this matter. Accordingly, Mr. Insua's lodestar in this matter is $33.20 (0.1 x $332.00 = $33.20).

55. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here.

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

PLAINTIFFS' SERVICE AS PAGA REPRESENTATIVES

57. Plaintiffs served the interests of the Aggrieved Employees and the State well by

performing considerable services on behalf of those similarly aggrieved since they first searched for an attorney, collected and gathered the requested documents and information, met with their attorneys, and made themselves available every time PAGA Counsel called about Defendant's policies and procedures produced in informal discovery, discussed during conversations with opposing counsel, or raised in pleadings filed in this matter. Plaintiffs continued to be engaged in settlement negotiations that were ultimately required to reach a settlement in this case. Further, Plaintiffs do not have any interests that are adverse to those of the Aggrieved Employees.

SETTLEMENT ADMINISTRATION AND NOTICE

58. The Parties agreed to use ILYM as the third-party settlement administrator in this case. ILYM will be responsible for updating Aggrieved Employees' addresses, mailing the Notice of PAGA Settlement and Approval, and calculating and distributing the settlement checks, among other duties. ILYM capped its fees at $3,950.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, ILYM's costs for administering this Settlement are fair and reasonable.

59. The Administrator will mail the Individual PAGA Payment along with the Notice of PAGA Settlement and Approval providing notice of the Settlement and release of claims to Aggrieved Employees. The Notice of PAGA Settlement and Approval includes, among other things, an explanation of PAGA, a description of the allegations in the Action, and the scope of released claims.

SUMMARY

60. The Settlement was reached as a result of arm's-length negotiations and have been, at all times, adversarial and non-collusive in nature. The Parties recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's compelling defenses thereto, and the difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiffs

and PAGA Counsel have determined that the Settlement set forth in the Settlement Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

61. On October 9, 2026, my office submitted the proposed Settlement and the Motion to the LWDA. Attached hereto as **Exhibit 7** is a true and correct copy of the confirmatory email my office received from the LWDA after the submission of the Settlement.

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

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

Executed this 9th day of October 2026, at Pasadena, California.

Enoch J. Kim

EXHIBIT 1

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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Alicia D. Cole and Steven Alex School ("Plaintiffs") and Defendant The CBM Group, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant jointly as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Alicia D. Cole, et al. v. The CBM Group, Inc.* filed on June 24, 2024, and pending in the Superior Court of the State of California, County of Placer, Case No. S-CV-0053071.

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 the Settlement.

1.4. "Aggrieved Employee" means all persons who worked for Defendant in California as non-exempt employees at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, and number of PAGA Pay Periods.

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

1.7. "Aggrieved Employees' Notice" shall mean the Notice of PAGA Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iv) the Aggrieved Employee's number of individual pay periods worked for Defendant, and (v) the amount of the Aggrieved Employee's Individual PAGA Payment.

1.8. "Court" means the Superior Court of California, County of Placer.

1.9. "Defendant" means named Defendant The CBM Group, Inc.

1.10. "Defense Counsel" means Kevin Wooden of Holden Law Group, APC.

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1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.12. "Gross Settlement Amount" means Two Hundred and Seventy-Five Thousand Dollars and Zero Cents ($275,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

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

1.16. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the PAGA Counsel Fees and Costs Award and the Administration Expenses Payment approved by the Court. The Net Settlement Amount shall constitute the total PAGA Penalties to be distributed 65% to the LWDA as the LWDA PAGA Payment and 35% to Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA Counsel" means Roman Shkodnik, Jean Hopkins Power, Enoch J. Kim, and Arianna N. Razi of D.Law, Inc.

1.19. "PAGA Counsel Fees and Costs Award" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees in an amount up to one-third (1/3) of the Gross Settlement Amount ($91,666.67) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

1.20. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from June 24, 2023, through June 22, 2026.

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

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1.23. "PAGA Notices" means Alicia D. Cole's June 24, 2024 letter and Plaintiffs' March 18, 2025 amended letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the Net Settlement Amount to be distributed as civil penalties under PAGA, with 65% allocated to the LWDA and 35% allocated to Aggrieved Employees.

1.25. "PAGA Representatives" or "Plaintiffs" means Alicia D. Cole and Steven Alex School, the named Plaintiffs in the Action seeking Court approval to serve as the PAGA Representatives.

1.26. "Approval Order" means the proposed Order Granting Approval of the PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by Plaintiffs and the Aggrieved Employees as described in Paragraph 5.1 below.

1.28. "Released Parties" means: Defendant and all of their present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending Plaintiff Alicia D. Cole's PAGA Notice on June 24, 2024, and Plaintiffs' amended PAGA Notice on March 18, 2025.

2.2. On June 24, 2024, Plaintiff Alicia D. Cole commenced this Action by filing a class action complaint on behalf of all non-exempt hourly employees who worked for Defendant in California during the four years preceding the filing of the lawsuit alleging: (1) failure to pay minimum wages and for all hours worked; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal period liability under Labor Code § 226.7; (4) rest-break liability under Labor Code § 226.7; (5) violation of Labor Code § 226(a); (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violation of Labor Code § 203; (9) failure to maintain records required under Labor Code §§ 1174, 1174.5; (10) failure to reimburse necessary business; and (11) violation of Business & Professions Code § 17200 *et seq*. On August 29, 2024, Plaintiff Alicia D. Cole filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA. Plaintiffs intend to file a Second Amended Complaint adding Plaintiff Steven Alex School as an additional named Plaintiff and PAGA Representative. For purposes of this Settlement, references herein to the "Operative Complaint" shall mean the complaint that is operative at the time Court approval is sought. Defendant denies the allegations in the Operative Complaint, denies any failure

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to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. On November 18, 2024, Plaintiff Alicia D. Cole filed her Request for Dismissal of Defendants' Class Claims Without Prejudice Pursuant to CRC 3.770 pursuant to an arbitration agreement with a collective action and class action waiver Plaintiff Alicia D. Cole signed while employed with Defendant. On November 27, 2024, the Court ordered Plaintiff Alicia D. Cole's class allegations dismissed without prejudice.

2.4. On April 21, 2026, the Parties participated in an all-day mediation presided over by Gig Kyriacou which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll records for the Aggrieved Employees and relevant policy documents and communications regarding Defendant's wage-and-hour practices.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay a total of Two Hundred and Seventy-Five Thousand Dollars and Zero Cents ($275,000.00) as the Gross Settlement Amount subject to the escalator clause in Paragraph 8 of this Agreement. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Three Thousand Nine Hundred Fifty Dollars and Zero Cents ($3,950.00) 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 $3,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2. PAGA Counsel Fees and Cost Award: One-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $91,666.67, to PAGA Counsel for attorneys' fees, and reimbursement of PAGA Counsel's actual costs incurred in the Action. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or

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PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: the Net Settlement Amount shall be allocated as PAGA Penalties, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5. Defendant shall have no tax liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 14 days after the Court issues the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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.

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

4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and PAGA Counsel Fees and Costs Award.

4.3.1. 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. 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.

4.3.3. For any Aggrieved Employees who's 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.

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

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

5.1. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release Defendant from all claims for civil penalties and any other available relief under PAGA that were alleged or reasonably could have been alleged based on the facts and claims raised in the Operative Complaint and PAGA Notices (the "Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period.

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6. MOTION FOR APPROVAL OF SETTLEMENT. Plaintiffs will prepare and file a motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities: Plaintiffs and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

6.2. Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.3. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3A. Deadline to File Approval Motion. Plaintiffs shall file the motion for approval of the PAGA Settlement no later than thirty (30) days after full execution of this Agreement, unless the Parties agree in writing to a different deadline.

6.4. Duty to Cooperate: If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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.

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7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of tax reporting and administering the Settlement in accordance with applicable law.

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. The Gross Settlement Amount was calculated based on the estimate that 180 Aggrieved Employees worked a total of 7,242 pay periods during the PAGA Period. If the total number of pay periods during the PAGA Period exceeds 110% of 7,242 pay periods (i.e., exceeds 7,966 pay periods), then the Gross Settlement Amount shall be increased proportionally only for the pay periods in excess of that 110% threshold. For example, if the total number of pay periods is 15% greater than 7,242, the Gross Settlement Amount shall increase by 5%. If this provision is triggered, the portion of the Gross Settlement Amount allocated to attorneys' fees shall increase proportionally so that the total amount of attorneys' fees remains one-third of the adjusted Gross Settlement Amount.

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

9.1. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees and Cost Award, 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 for Other Purposes: This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability

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for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

10.5. Material Terms: This Agreement sets forth the material terms of the Settlement. The Parties shall act in good faith to implement these terms, and no later drafting, motion practice, or approval process shall be used to reopen or renegotiate the material business terms reflected herein absent mutual written agreement.

10.6. 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.

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

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10.8. 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.

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

10.10. 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.

10.11. 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.

10.12. Confidentiality: The Parties agree to maintain the Settlement amount and terms confidential unless and until disclosure is required for purposes of Court approval, enforcement, tax reporting, insurance reporting, audit, or as otherwise required by law. Permitted disclosures may be made to counsel, insurers, tax advisors, auditors, the Settlement Administrator, and others reasonably necessary to implement or obtain approval of the Settlement.

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

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

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

To Plaintiff:

D.Law, Inc.
Roman Shkodnik
r.shkodnik@d.law
Jean Hopkins Power
j.power@d.law
Enoch J. Kim
e.kim@d.law
Arianna N. Razi
a.razi@d.law
250 N Madison Ave., 2nd Floor

Docusign Envelope ID: 9719CCD5-7923-825D-8073-89B9182A5B65

Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

Holden Law Group, APC
Kevin Wooden
kevin@holdenlawgroup.com
P.O. Box 4559
Auburn, CA 95604
Telephone: (530) 888-0901
Fax: (530) 888-0902

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

10.17. Stay of Litigation: Upon execution of this Agreement, the Parties shall cooperate in seeking any stay or continuance reasonably necessary to effectuate the terms of this Agreement, to the extent not already stayed by prior order.

Dated: July 16, 2026

Alicia D. Cole

Signed by:
Alicia Cole
BB8D31A681B64B7...

Dated: July 16, 2026

Steven Alex School

Signed by:
Steven School
FE635107658B489...

Dated: _____, 2026

The CBM Group, Inc.

_____

By: _____

Title: _____

Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

Holden Law Group, APC
Kevin Wooden
kevin@holdenlawgroup.com
P.O. Box 4559
Auburn, CA 95604
Telephone: (530) 888-0901
Fax: (530) 888-0902

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10.17. Stay of Litigation: Upon execution of this Agreement, the Parties shall cooperate in seeking any stay or continuance reasonably necessary to effectuate the terms of this Agreement, to the extent not already stayed by prior order.

Dated: _____, 2026

Alicia D. Cole

_____

Dated: _____, 2026

Steven Alex School

_____

Dated: 7/17, 2026

The CBM Group, Inc.

Cameo Townzen

By: Cameo Townzen

Title: Vice President

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Approved as to form and content:

Dated: July 20, 2026

D.LAW, INC.

Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiffs Alicia D. Cole and Steven Alex School

Dated: _____, 2026

HOLDEN LAW GROUP, APC

Kevin Wooden
Attorneys for Defendant
The CBM Group, Inc.

Approved as to form and content:

Dated: _____, 2026

D.LAW, INC.

_____

Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiffs Alicia D. Cole and Steven Alex School

Dated: 7/17, 2026

HOLDEN LAW GROUP, APC

_____

Kevin Wooden
Attorneys for Defendant
The CBM Group, Inc.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND APPROVAL

<<Mailing Date>>

[ILYM GROUP, INC. LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from Placer County Superior Court Case No. S-CV-0053071

Dear <<First Name>><<Last Name>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Alicia D. Cole, et al. v. The CBM Group, Inc.* (the "Action"). You do not need to do anything to receive or cash this payment.

The Action against The CBM Group, Inc. ("Defendant") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq*. ("PAGA"). The Action was brought by Plaintiffs Alicia D. Cole and Steven Alex School (together, "Plaintiffs"), former employees of Defendant, on behalf of the State of California and all persons who worked for Defendant in California as non-exempt employees at any time from June 24, 2023, through June 22, 2026 ("PAGA Period"). You have been identified as one of the employees on whose behalf the case was brought.

Plaintiffs claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiffs' PAGA claims, and on <<DATE>>, the Court approved the parties' PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalties goes to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining portion of the civil penalties goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Defendant does 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.

The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the aggrieved employees worked for Defendant during the PAGA Period. Based on Defendant's records **your Individual PAGA Payment is $_____**. This is based on Defendant's records showing that **you worked _____ PAGA Pay Periods** during the PAGA Period.

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 transmitted by the Administrator to the California State Controller's Unclaimed Property Fund in your name.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter 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 civil penalties and any other available relief under PAGA that were alleged or reasonably could have been alleged based on the facts and claims raised in the

Operative Complaint and Plaintiffs' notices to the LWDA ("PAGA Notices"), including claims for civil penalties under PAGA based on Defendant's alleged violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; and provisions of the Industrial Welfare Commission (IWC) Wage Order(s) during the PAGA Period.

If you have any questions, you can contact _____, the Administrator, at _____-_____-_____

EXHIBIT 2

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

June 24, 2024

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to The CBM Group, Inc. and John Patrick Casper)

The CBM Group, Inc.
1010 Racquet Club Dr., Suite 108
Auburn, CA 95603
Certified Mail Tracking Number: 9414 8112 0620 4712 5155 55

John Patrick Casper
Agent for Service of Process for The CBM Group, Inc.
1010 Racquet Club Dr., Suite 108
Auburn, CA 95603
Certified Mail Tracking Number: 9414 8112 0620 4712 5446 61

Re: Labor Code § 2698, *et seq*. Private Attorneys' General Act Claim
PAGA Notice Letter to LWDA
Alicia D. Cole v. The CBM Group, Inc.
Superior Court for the County of Placer

Dear Gentlepersons:

This office represents Plaintiff Alicia D. Cole ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly employees including property managers, maintenance personnel, repair persons, leasing agents, and Employees employed in similar and related positions at or based out of Defendants' locations and facilities in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants The CBM Group, Inc., a business organization of the form of a corporation, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

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

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

Relevant Facts

The Aggrieved Employees, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

Plaintiff was assigned to work by Defendants during the relevant time period based out of Defendant's facilities in Placer County. Plaintiff worked as a property manager along with other non-exempt hourly employees in similar and related positions at Defendant's California facilities, including in Placer County. Defendants provide property ownership and management to customers throughout California.

Plaintiff and the other similarly situated Employees of Defendants worked based out of Defendants' facilities and offices in California at Defendants' behest without being paid all wages due and without being provided all their required meal periods and rest breaks. Upon information and belief, Plaintiff was employed by Defendants and shared similar job duties and responsibilities, was subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employee Aggrieved Employees who served in similar and related positions. Defendants required Plaintiff and the Employees in the Class to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take

full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant THE CBM GROUP, INC. ("CBM") is a California corporation which is headquartered and maintains its principal executive offices in Auburn, California. CBM is the presumptive employer of Plaintiff as it was listed as her employer on the wage statements issued to her by Defendants. CBM's LinkedIn shows that CBM are "[p]roviders of Affordable Housing across the United States."

During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ and have employed other non-exempt, hourly employees at their facilities in California.

Defendants provide property management and affordable housing services to customers throughout California. Plaintiff worked as a property manager for Defendants during the relevant time period. The property managers are responsible for collecting rent, overseeing maintenance, and communicating directly with tenants.

Plaintiff and the Aggrieved Employees were generally scheduled to work at least five days per week and worked shifts of 8-9 hours or longer. Plaintiff and the Aggrieved Employees often performed off the clock work or otherwise worked hours for which they were not compensated at the beginning and ending of their shifts.

Plaintiff and Aggrieved Employees were subjected to pre and post-shift work due to the Defendant's workload and demands placed upon them. It was impossible for Plaintiff and Aggrieved Employees to complete all job duties during an eight hour work day and they therefore incurred overtime hours which were not properly paid.

Defendants utilized timekeeping systems and procedures which resulted in inaccurate or incomplete records of clock in and out times for work shifts and meal periods, including by rounding hours down to the detriment of the Aggrieved Employees. This resulted in widespread off the clock work where Aggrieved Employees were not compensated at their required rates for all hours worked, including time when they remained under Defendants' control.

Defendants systematically and uniformly failed to compensate Plaintiff and the Aggrieved Employees wages as required for all their hours worked and unlawfully deducted wages they earned. Plaintiff and the Aggrieved Employees had their wages unlawfully deducted when Defendants' managers recorded fewer hours worked in the timekeeping records than were in fact worked.

This led to systematic off the clock work where Employees were working or otherwise under Defendants' control before shift start times, and after shift end times, but they were not compensated by Defendant for all their time, including due to unlawful rounding. This unpaid off the clock work, including that incurred before shift start times, also impacted when employees should have been paid at the applicable hourly overtime rate, as they began incurring overtime later than they should have during a work shift. This led to systematic underpayment of both regular and overtime wages.

Defendants' wage statements also list that Plaintiff was paid a "Bonus," but to whatever extent Defendants also paid overtime during the periods when Defendants paid this Bonus, Defendants unlawfully failed to include this additional remuneration beyond the hourly rates in the regular rate used to calculate and pay any paid time off or overtime rates Defendants paid.

Given the above described off the clock work, failure to include all bonus compensation in Plaintiff's paid time off rate, overtime rate, and unlawful rounding and deductions from hours worked perpetrated by Defendants' management, Plaintiff would often be paid for substantially fewer hours than she actually worked, and that she was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week. Upon information and belief, the same occurred in connection with the other Aggrieved Employees.

Defendants also relied heavily on sending text messages to and calling Plaintiff and the Aggrieved Employees on their personal mobile phones regarding daily scheduling issues and regarding other work related matters, and did so without regard to whether they were off duty or otherwise on a break. Moreover, since Plaintiff sometimes worked from home, she was required to use her home internet to complete her job duties. This resulted in further off the clock work where Plaintiff and the Aggrieved Employees were under Defendant's control and performing work duties without compensation. This time was not compensated as hours worked by Defendants, and Defendants failed to reimburse Plaintiff and the Aggrieved Employees for the substantial use of their personal phones and internet data plans for work-related purposes.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy of unlawful rounding and practice of requiring her to work off the clock and without pay, and failed to pay at the required overtime rates for all hours over eight in a shift, or over forty in a week. With work shifts generally being scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants' management would shave hours worked off of Plaintiff's daily and weekly totals, or otherwise round them down or fail to record them. To the extent Defendants paid Aggrieved Employees any shift differentials or other forms of remuneration, Defendants failed to include them in the regular rate used to calculate and pay overtime hours.

Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a

work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow, and endured similar violations at Defendants' hands.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, and by deducting time for meal periods that were not lawfully provided, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at Defendants' locations throughout California. As a result of the above described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required first and second meal periods, and their first, second, and third required rest breaks. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Due to the work scheduling and job demands Defendants placed upon Plaintiff and the Aggrieved Employees, and the systematic understaffing Employees had to contend with, Plaintiff and the Aggrieved Employees were pressured to work through breaks and therefore endured similar ongoing meal period and rest break violations at Defendants' hands.

Plaintiff and the Aggrieved Employees generally worked shifts that entitled them to receive at least one meal period and two to three rest breaks. However, Defendants failed to provide all required meal periods and rest breaks to Plaintiff and the Aggrieved Employees. Defendants followed a uniformly applied policies across all facilities of not providing all required meal periods and rest breaks to their Employees in accordance with the Labor Code and IWC Wage

Orders. Meal periods were often not provided during a work shift, as work and production demands and management pressure required Employees to work through breaks. When breaks were provided, they were frequently provided well after five hours into a work shift, and often for less than 30 minutes. Plaintiff was also required to endure shifts of ten hours or more without receiving a second meal period or all her required rest breaks.

Defendants also followed a policy of denying all required timely and duty-free meal periods for 30 minutes in duration by automatically deducting for meal periods which were presumed to have been properly provided while also systematically shortening breaks by requiring Employees to remain under Defendants' control. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Aggrieved Employees. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal break for every five hours worked. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff' timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often provided after five hours into a work shift and was therefore untimely or was interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. To the extent Defendants assert they paid any meal period premiums, they failed to do so for all violations.

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating

wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable IWC Wage Orders.

During the course of Plaintiff's and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees providing services related to surgery coordinators, certified nursing assistants, registered nurses, and Employees in similar and related positions based out of Defendants' facilities in California.

Plaintiff was required to and did supply her own mobile telephone and personal internet service for performing her duties for the Defendants. Additionally, Plaintiff and the Aggrieved Employees were required to wear uniforms and were required to clean and maintain the uniforms without reimbursement from the Defendants.

Plaintiff and Aggrieved Employees were sometimes asked to work shifts over eight hours in a day and to work over forty hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock. In these instances, Plaintiff and the Aggrieved Employees began incurring overtime hours before Defendants recognized and began paying any overtime hours worked by virtue of the systematic off the clock work. Defendants also miscalculated and underpaid overtime by failing to account for bonuses and other forms of remuneration in the regular rate used to calculate overtime payments. As a result, Plaintiff and the Aggrieved Employees were not paid at the correctly calculated overtime rate for all their overtime hours worked or otherwise worked overtime hours during their employment with Defendants for which they were not compensated, in violation of the California Labor Code.

When the Aggrieved Employees did work overtime, they were not compensated at the required and correct rate because Defendants failed to incorporate bonuses and other additional forms of remuneration they received into the regular rate of pay used to calculate and pay overtime. More specifically, during each pay period, the Aggrieved Employees paid bonuses that were non-discretionary and were tied directly to their performance. However, contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants did not incorporate these bonuses and other forms of remuneration they paid Employees into the regular rate of pay Defendants used to calculate and pay overtime to Plaintiff and the aggrieved employees.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to underpay wages to Plaintiff and the other Aggrieved Employees. Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring work off the clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work

shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Therefore, the Plaintiff and Aggrieved Employees were required to work without renumeration. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to underpay wages to Plaintiff and the other Aggrieved Employees. Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring work off the clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Therefore, the Plaintiff and Aggrieved Employees were required to work without renumeration. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the underpayment of wages, the off the clock work Defendants required, and the actual hours worked and bonuses Plaintiff earned or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

As a result of the above-described unlawful requirements to work off the clock, to work without payment and the failure to accurately record all hours worked and unlawful rounding, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful

compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' managers required Plaintiff and the Aggrieved Employees to prioritize work over taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be a customer that needed assistance. Constant short-staffing led to systematically late meal periods, and on-duty meal periods that were incessantly interrupted by customer and management demands and required job duties and tasks. The heavy workload and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were otherwise required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants failed to provide both a lawful meal period and meal premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks,

evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses in the regular rate at which Defendants paid the premium.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Employees in the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. Plaintiff and the Aggrieved Employees were also required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked and at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required

and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty." Plaintiff accordingly seek this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired, or have failed to produce it, and upon information and belief, Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by understating bonuses, the requirement of off the clock work, the failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and the failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and

overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants thus provided Plaintiff and the Aggrieved Employees with wage statements that failed to report all hours worked accurately, applicable hourly rates for all hours worked and bonuses. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all bonuses earned and all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Aggrieved Employees worked more total hours or earned more bonuses than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 203.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. This includes requiring Plaintiff and the Aggrieved Employees to use their cellular phones to conduct work related business and to receive and respond to text messages from management. Plaintiff was required to use her cell phone frequently as a primary means of communication with Defendant regarding work scheduling. Defendants would contact Plaintiff without regard to whether she was off duty after scheduled work hours, and without regard to whether she was taking a break. Moreover, since Plaintiff was required to work from home, she utilized her personal internet service to complete her job duties. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

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PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

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

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful,

intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

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

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

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

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

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,

2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

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

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code §226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break

not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees inaccurately list the name and address of the legal entity that is the employer and failed to accurately account for unpaid wages, overtime, hours worked, bonuses earned and premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§

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

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

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

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

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

Waiting Time Penalties Pursuant to Labor Code § 203

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

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

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

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

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. Defendants required Plaintiff and the Aggrieved Employees to use their cellular phones to conduct work related business and to receive scheduling and location assignments. Defendants also used the personal cellular phones and personal internet services for

the Aggrieved Employees as the primary means for contacting them both during and after work shifts regarding work scheduling or other company specific business, and Plaintiff and other similarly situated employees were required to respond. Plaintiff was also required to use her personal internet service to complete her work while working from home and was never reimbursed. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

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

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

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

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:
After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,

1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

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

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and

the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 227.3, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

Regards,
D.LAW, INC.



Alvin B. Lindsay
a.lindsay@d.law
Jean Hopkins Power
j.power@d.law

Cc: The CBM Group, Inc. and John Patrick Casper by Certified Mail

EXHIBIT 3

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

March 18, 2025

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to The CBM Group, Inc. and John Patrick Casper)

The CBM Group, Inc.
1010 Racquet Club Dr., Suite 108
Auburn, CA 95603
Certified Mail Tracking Number: 9414 8112 0620 6587 4122 29

John Patrick Casper
Agent for Service of Process for The CBM Group, Inc.
1010 Racquet Club Dr., Suite 108
Auburn, CA 95603
Certified Mail Tracking Number: 9414 8112 0620 6587 4182 90

Re: Labor Code § 2698, *et seq*. Private Attorneys' General Act Claim
Amended PAGA Notice Letter to LWDA (Original date June 24, 2024)
LWDA Case No. LWDA-CM-1036131-24)
Alicia D. Cole and Steven Alex School v. The CBM Group, Inc.
Superior Court for the County of Placer (Case No. S-CV-0053071)

Dear Gentlepersons:

This office represents Plaintiffs Alicia D. Cole ("Plaintiff Cole") and Steven Alex School ("Plaintiff School") and other similarly aggrieved employees employed as non-exempt, hourly employees including property managers, maintenance personnel, repair persons, leasing agents, and Employees employed in similar and related positions at or based out of Defendants' locations and facilities in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). and to supplement and amend Plaintiffs' original PAGA Notice Letter to the LWDA, submitted June 24, 2024 (LWDA Case No. LWDA-CM-1036131-24), to add Plaintiff Steven Alex School as an additional representative Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of themselves and all

other similarly situated Aggrieved Employees, and the State of California, against Defendants The CBM Group, Inc., a business organization of the form of a corporation, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff Cole's Class Action Complaint, filed on June 24, 2024 and Plaintiff Cole's First Amended Complaint ("FAC"), filed on August 29, 2024 in Placer County case No. S-CV-0053071 which is attached to this Notice Letter, along with the amended complaints therein that will add Plaintiff Cole's claims under the Act and to add Plaintiff School and his claims to the ongoing action in Placer County.

Relevant Facts

The Aggrieved Employees, including Plaintiffs, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiffs and the Aggrieved Employees were either not paid by Defendants for all hours worked were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

Plaintiff Cole was assigned to work by Defendants during the relevant time period based out of Defendant's facilities in Placer County. Plaintiff Cole worked as a property manager along with other non-exempt hourly employees in similar and related positions at Defendant's California facilities, including in Placer County.

Plaintiff School was assigned to work by Defendants during the relevant time period based out of Defendant's facilities in Placer County. Plaintiff School worked as an Apartments Maintenance Technician with other non-exempt hourly employees in similar and related positions at Defendant's California facilities, including in Placer County. Defendants provide property ownership and management to customers throughout California.

Plaintiffs and the other similarly situated Employees of Defendants worked based out of Defendants' facilities and offices in California at Defendants' behest without being paid all wages due and without being provided all their required meal periods and rest breaks. Upon information and belief, Plaintiffs were employed by Defendants and shared similar job duties and responsibilities, was subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employee Aggrieved Employees who served in similar and related positions. Defendants required Plaintiffs and the Employees in the Class to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or

resignation, and provided Plaintiffs and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant THE CBM GROUP, INC. ("CBM") is a California corporation which is headquartered and maintains its principal executive offices in Auburn, California. CBM is the presumptive employer of Plaintiffs as it was listed as their employer on the wage statements issued to them by Defendants. CBM's LinkedIn shows that CBM are "[p]roviders of Affordable Housing across the United States."

During the course of Plaintiffs and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ and have employed other non-exempt, hourly employees at their facilities in California.

Defendants provide property management and affordable housing services to customers throughout California. Plaintiff Cole worked as a property manager for Defendants during the relevant time period. The property managers are responsible for collecting rent, overseeing maintenance, and communicating directly with tenants.

Plaintiff School worked and continues to work as an Apartments Maintenance Technician for Defendants during the relevant time period. The Apartment Maintenance Technicians are responsible for picking up trash from the grounds, inspecting property, prioritizing work orders by urgency and fixing them (like water leaks), preparing vacant units to be moved into (painting, plumbing, replacing toilets, and replacing electrical outlets.)

Plaintiffs and the Aggrieved Employees were generally scheduled to work at least five days per week and worked shifts of 8-9 hours or longer. Plaintiffs and the Aggrieved Employees often performed off the clock work or otherwise worked hours for which they were not compensated at the beginning and ending of their shifts.

Plaintiffs and Aggrieved Employees were subjected to pre and post-shift work due to the Defendant's workload and demands placed upon them. It was impossible for Plaintiffs and Aggrieved Employees to complete all job duties during an eight hour work day and they therefore incurred overtime hours which were not properly paid.

Defendants utilized timekeeping systems and procedures which resulted in inaccurate or incomplete records of clock in and out times for work shifts and meal periods, including by rounding hours down to the detriment of the Aggrieved Employees. This resulted in widespread

off the clock work where Aggrieved Employees were not compensated at their required rates for all hours worked, including time when they remained under Defendants' control.

Defendants systematically and uniformly failed to compensate Plaintiffs and the Aggrieved Employees wages as required for all their hours worked and unlawfully deducted wages they earned. Plaintiffs and the Aggrieved Employees had their wages unlawfully deducted when Defendants' managers recorded fewer hours worked in the timekeeping records than were in fact worked.

This led to systematic off the clock work where Employees were working or otherwise under Defendants' control before shift start times, and after shift end times, but they were not compensated by Defendant for all their time, including due to unlawful rounding. This unpaid off the clock work, including that incurred before shift start times, also impacted when employees should have been paid at the applicable hourly overtime rate, as they began incurring overtime later than they should have during a work shift. This led to systematic underpayment of both regular and overtime wages.

Defendants' wage statements also list that Plaintiffs were paid a "Bonus," but to whatever extent Defendants also paid overtime during the periods when Defendants paid this Bonus, Defendants unlawfully failed to include this additional remuneration beyond the hourly rates in the regular rate used to calculate and pay any paid time off or overtime rates Defendants paid.

Given the above described off the clock work, failure to include all bonus compensation in Plaintiffs' paid time off rate, overtime rate, and unlawful rounding and deductions from hours worked perpetrated by Defendants' management, Plaintiffs would often be paid for substantially fewer hours than they actually worked, and that they was not paid at the correct overtime rate for all hours they worked after eight hours into a shift or over forty in a work week. Upon information and belief, the same occurred in connection with the other Aggrieved Employees.

Defendants also relied heavily on sending text messages to and calling Plaintiffs and the Aggrieved Employees on their personal mobile phones regarding daily scheduling issues and regarding other work related matters, and did so without regard to whether they were off duty or otherwise on a break. Moreover, since Plaintiff Cole sometimes worked from home, she was required to use her home internet to complete her job duties. This resulted in further off the clock work where Plaintiffs and the Aggrieved Employees were under Defendant's control and performing work duties without compensation. This time was not compensated as hours worked by Defendants, and Defendants failed to reimburse Plaintiffs and the Aggrieved Employees for the substantial use of their personal phones and internet data plans for work-related purposes.

Plaintiffs were therefore not paid for all of their hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy of unlawful rounding and practice of requiring them to work off the clock and without pay, and failed to pay at the required overtime rates for all hours over eight in a shift, or over forty in a week. With work shifts generally being scheduled for eight hours or more, this unpaid off the clock work resulted

in Plaintiffs and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants' management would shave hours worked off of Plaintiffs' daily and weekly totals, or otherwise round them down or fail to record them. To the extent Defendants paid Aggrieved Employees any shift differentials or other forms of remuneration, Defendants failed to include them in the regular rate used to calculate and pay overtime hours.

Defendants thus systematically underpaid Plaintiffs and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow, and endured similar violations at Defendants' hands.

Defendants have either failed to maintain timekeeping records for Plaintiffs that would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiffs worked, or have otherwise declined to produce them to Plaintiffs in response to a timely and lawful request. By failing to pay for all hours worked, and by deducting time for meal periods that were not lawfully provided, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174.

The failure to pay for all hours worked and underpayment of wages to Plaintiffs and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at Defendants' locations throughout California. As a result of the above described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiffs and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

Defendants also failed to provide Plaintiffs and the Aggrieved Employees with their required first and second meal periods, and their first, second, and third required rest breaks. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiffs and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiffs and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Due to the work scheduling and job demands Defendants placed upon Plaintiffs and the

Aggrieved Employees, and the systematic understaffing Employees had to contend with, Plaintiffs and the Aggrieved Employees were pressured to work through breaks and therefore endured similar ongoing meal period and rest break violations at Defendants' hands.

Plaintiffs and the Aggrieved Employees generally worked shifts that entitled them to receive at least one meal period and two to three rest breaks. However, Defendants failed to provide all required meal periods and rest breaks to Plaintiffs and the Aggrieved Employees. Defendants followed a uniformly applied policies across all facilities of not providing all required meal periods and rest breaks to their Employees in accordance with the Labor Code and IWC Wage Orders. Meal periods were often not provided during a work shift, as work and production demands and management pressure required Employees to work through breaks. When breaks were provided, they were frequently provided well after five hours into a work shift, and often for less than 30 minutes. Plaintiffs were also required to endure shifts of ten hours or more without receiving a second meal period or all their required rest breaks.

Defendants also followed a policy of denying all required timely and duty-free meal periods for 30 minutes in duration by automatically deducting for meal periods which were presumed to have been properly provided while also systematically shortening breaks by requiring Employees to remain under Defendants' control. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiffs and the other Aggrieved Employees. Plaintiffs and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal break for every five hours worked. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiffs and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff' timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiffs and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiffs and the Aggrieved Employees were provided with a

meal period, it was often provided after five hours into a work shift and was therefore untimely or was interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. To the extent Defendants assert they paid any meal period premiums, they failed to do so for all violations.

Plaintiffs and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable IWC Wage Orders.

During the course of Plaintiffs'and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees providing services related to surgery coordinators, certified nursing assistants, registered nurses, and Employees in similar and related positions based out of Defendants' facilities in California.

Plaintiffs were required to and did supply their own mobile telephone and personal internet service for performing their duties for the Defendants. Additionally, Plaintiffs and the Aggrieved Employees were required to wear uniforms and were required to clean and maintain the uniforms without reimbursement from the Defendants. Plaintiff School was required to bring his own tools, including power tools and a personal vehicle to perform his job. Defendants never reimbursed Plaintiff School for these expenses.

Plaintiffs and Aggrieved Employees were sometimes asked to work shifts over eight hours in a day and to work over forty hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock. In these instances, Plaintiffs and the Aggrieved Employees began incurring overtime hours before Defendants recognized and began paying any overtime hours worked by virtue of the systematic off the clock work. Defendants also miscalculated and underpaid overtime by failing to account for bonuses and other forms of remuneration in the regular rate used to calculate overtime payments. As a result, Plaintiffs and the Aggrieved Employees were not paid at the correctly calculated overtime rate for all their overtime hours worked or otherwise worked overtime hours during their employment with Defendants for which they were not compensated, in violation of the California Labor Code.

When the Aggrieved Employees did work overtime, they were not compensated at the required and correct rate because Defendants failed to incorporate bonuses and other additional forms of remuneration they received into the regular rate of pay used to calculate and pay overtime. More

specifically, during each pay period, the Aggrieved Employees paid bonuses that were non-discretionary and were tied directly to their performance. However, contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants did not incorporate these bonuses and other forms of remuneration they paid Employees into the regular rate of pay Defendants used to calculate and pay overtime to Plaintiffs and the aggrieved employees.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to underpay wages to Plaintiffs and the other Aggrieved Employees. Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring work off the clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiffs and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Therefore, the Plaintiffs and Aggrieved Employees were required to work without renumeration. Defendants thus systematically underpaid Plaintiffs and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to underpay wages to Plaintiffs and the other Aggrieved Employees. Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring work off the clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiffs and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Therefore, the Plaintiffs and Aggrieved Employees were required to work without renumeration. Defendants thus systematically underpaid Plaintiffs and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiffs that would permit Plaintiffs to discover the nature and extent of the underpayment of wages, the off the clock work Defendants required, and the actual hours worked and bonuses Plaintiffs earned or have otherwise declined to produce them to Plaintiffs in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

As a result of the above-described unlawful requirements to work off the clock, to work without payment and the failure to accurately record all hours worked and unlawful rounding, and the other wage violations they endured at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiffs and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiffs and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiffs and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiffs and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiffs and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiffs and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiffs worked shifts that entitled them to at least one meal period, but Defendants' managers required Plaintiffs and the Aggrieved Employees to prioritize work over taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be a customer that needed assistance. Constant short-staffing led to systematically late meal periods, and on-duty meal periods that were incessantly interrupted by customer and management demands and required job duties and tasks. The heavy workload and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were otherwise required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred throughout all of Plaintiffs'work shifts where Defendants failed to provide both a lawful meal period and meal premium payment. To the extent Defendants ever did pay Plaintiffs a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiffs and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiffs and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiffs and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due

to Defendants' policies and practices. On the occasions when Plaintiffs and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiffs and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiffs and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiffs and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiffs and the Aggrieved Employees worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiffs and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses in the regular rate at which Defendants paid the premium.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiffs and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiffs and the Aggrieved Employees. Plaintiffs and the Employees in the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. Plaintiffs and the Aggrieved Employees were also required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages by requiring off the clock work during breaks and

before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked and at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiffs and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty." Plaintiffs accordingly seek this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiffs at the time of their employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiffs and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiffs with any such information when they were hired, or have failed to produce it, and upon information and belief, Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by understating bonuses, the requirement of off the clock work, the failure to pay all

overtime and double time wages owed and failure to pay them at the appropriate premium rates, and the failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiffs and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants thus provided Plaintiffs and the Aggrieved Employees with wage statements that failed to report all hours worked accurately, applicable hourly rates for all hours worked and bonuses. For the same reasons as explained above, Plaintiffs and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all bonuses earned and all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiffs and Defendants were aware that Plaintiffs and the Aggrieved Employees worked more total hours or earned more bonuses than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiffs and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements.

Defendants also required Plaintiffs and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 203.

Additionally, Defendants have regularly required Plaintiffs and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without

reimbursement. This includes requiring Plaintiffs and the Aggrieved Employees to use their cellular phones to conduct work related business and to receive and respond to text messages from management. Plaintiffs were required to use their cell phones frequently as a primary means of communication with Defendant regarding work scheduling. Defendants would contact Plaintiffs without regard to whether they were off duty after scheduled work hours, and without regard to whether they were taking a break. Moreover, since Plaintiff Cole was required to work from home, she utilized her personal internet service to complete her job duties. Plaintiffs and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiffs and the Aggrieved Employees complain of the following violations committed by Defendants:

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

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiffs and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other Aggrieved Employees as to minimum wage pay.

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

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

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

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

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiffs and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and

the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

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

Meal-Period Liability Under Labor Code § 226.7 and Penalties

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

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code §226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest

breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees inaccurately list the name and address of the legal entity that is the employer and failed to accurately account for unpaid wages, overtime, hours worked, bonuses earned and premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders,

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

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

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

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

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

Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

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

Waiting Time Penalties Pursuant to Labor Code § 203

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

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

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and

applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiffs and the Aggrieved Employees to pay for necessary work-related expenses they incurred. Defendants required Plaintiffs and the Aggrieved Employees to use their cellular phones to conduct work related business and to receive scheduling and location assignments. Defendants also used the personal cellular phones and personal internet services for the Aggrieved Employees as the primary means for contacting them both during and after work shifts regarding work scheduling or other company specific business, and Plaintiffs and other similarly situated employees were required to respond. Plaintiff Cole was also required to use her personal internet service to complete her work while working from home and was never reimbursed. Plaintiff School was required to bring and utilize his won tools, including power tools. Plaintiffs were required to launder and maintain their uniforms. Plaintiffs and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

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

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

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

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

Plaintiffs'PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:

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

Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including

the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; including as follows:

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

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

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

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

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 227.3, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

Regards,
D LAW, INC.



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Cc: The CBM Group, Inc. and John Patrick Casper by Certified Mail

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

ALICIA D. COLE, an individual, on behalf of herself and others similarly situated,

Plaintiff,

vs.

THE CBM GROUP, INC, a California corporation and DOES 1 through 50, inclusive,

Defendants.

Case No.: S-CV-0053071

CLASS ACTION

Assigned for All Purposes To:
Hon. Leon Dixson
Dept. 1

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for all Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a)
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business; and
11. Violation of Business & Professions Code § 17200 *et seq*.; and
12. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: June 24, 2024
Trial Date: None Set

Plaintiff ALICIA D. COLE (hereinafter "Plaintiff"), on behalf of herself and all other similarly situated non-exempt, hourly non-exempt employees employed at Defendants' facilities and locations in California (collectively, "Employees"; individually, "Employee") complains of Defendants, and each of them, as follows:

INTRODUCTION

1. Plaintiff bring this action on behalf of herself and all other similarly situated current and former Employees within the State of California who, at any time from four years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees, including property managers, maintenance, repair positions, leasing agents, and employees in similar and related positions based out facilities operated in California by Defendants THE CBM GROUP, INC., a California corporation and DOES 1 through 50, inclusive (all defendants being collectively referred to as "Defendants"). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code, and seeks redress for these violations.

2. Plaintiff was assigned to work by Defendants during the relevant time period based out of Defendant's facilities in Placer County. Plaintiff worked as a property manager along with other non-exempt hourly employees in similar and related positions at Defendant's California facilities, including in Placer County. Defendants operate properties and provide property ownership and management services to customers throughout California.

3. Plaintiff and the other similarly situated Employees of Defendants worked based out of Defendants' facilities and offices in California at Defendants' behest without being paid all wages due and without being provided all their required meal periods and rest breaks. Upon information and belief, Plaintiff was employed by Defendants and shared similar job duties and responsibilities, was subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employee Class members who served in similar and related positions. Defendants required Plaintiff and the Employees in the Class to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and

provided Plaintiff and the Class members with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

4. Defendant THE CBM GROUP, INC. ("CBM") is a California corporation which is headquartered and maintains its principal executive offices in Auburn, California. CBM is the presumptive employer of Plaintiff as it was listed as her employer on the wage statements issued to her by Defendants, with the same Auburn, California address. CBM's LinkedIn explains they are "[p]roviders of Affordable Housing across the United States."

5. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq*. Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred, at least in part in Placer County, and Defendants operate facilities and offices in California and are headquartered in Auburn, Placer County, California, where many of the Class members have also been employed.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff are informed and believe and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by requiring off the clock work and through unlawful rounding and failing to pay overtime, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ and have employed other non-exempt, hourly employees at their facilities in California.

10. Defendants provide property management and affordable housing services to customers throughout California. Plaintiff worked as a property manager for Defendants during the relevant time period. The property managers are responsible for collecting rent, overseeing maintenance, and communicating directly with tenants.

11. Plaintiff and the class members were generally scheduled to work at least five days per week and worked shifts of 8-9 hours or longer. Plaintiff and the Class members often performed off the clock work or otherwise worked hours for which they were not compensated at the beginning and ending of their shifts.

12. Plaintiff and Class Members were subjected to pre and post-shift work due to the Defendant's workload and demands placed upon them. It was impossible for Plaintiff and Class members to complete all job duties during an eight hour work day and they therefore incurred overtime hours which were not properly paid.

13. Defendants utilized timekeeping systems and procedures which resulted in inaccurate or incomplete records of clock in and out times for work shifts and meal periods, including by rounding hours down to the detriment of the employees in the Class. This resulted in wide-spread off the clock work where Employees in the Class were not compensated at their required rates for all hours worked, including time when they remained under Defendants' control.

14. Defendants systematically and uniformly failed to compensate Plaintiff and the Class members wages as required for all their hours worked and unlawfully deducted wages they earned. Plaintiff and the Class members had their wages unlawfully deducted when Defendants' managers recorded fewer hours worked in the timekeeping records than were in fact worked.

15. This led to systematic off the clock work where Employees were working or otherwise under Defendants' control before shift start times, and after shift end times, but they were not compensated by Defendant for all their time, including due to unlawful rounding. This unpaid off the clock work, including that incurred before shift start times, also impacted when employees should have been paid at the applicable hourly overtime rate, as they began incurring overtime later than they should have during a work shift. This led to systematic underpayment of

both regular and overtime wages.

16. Defendants' wage statements show that Plaintiff was paid a "Bonus," but to whatever extent Defendants also paid overtime during the periods when Defendants paid this Bonus, Defendants unlawfully failed to include this additional remuneration beyond the hourly rates in the regular rate used to calculate and pay any paid time off or overtime rates Defendants paid.

17. Given the above described off the clock work, failure to include all bonus compensation in Plaintiff's paid time off rate, overtime rate, and unlawful rounding and deductions from hours worked perpetrated by Defendants' management, Defendants often paid Plaintiff for substantially fewer hours than she actually worked, and that she was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week. Upon information and belief, the same occurred in connection with the other Class members.

18. Defendants also relied heavily on sending text messages to and calling Plaintiff and the Class members on their personal mobile phones regarding daily scheduling issues and regarding other work related matters, and did so without regard to whether they were off duty or otherwise working while attempting to take a break. Moreover, as Plaintiff would sometimes work from home, she was required to use her home internet to complete her job duties. This resulted in further off the clock work where Plaintiff and the Class members were under Defendant's control while performing work duties without compensation. This time was not compensated as hours worked by Defendants, and Defendants failed to reimburse Plaintiff and the Class members for the substantial use of their personal phones and internet data plans for work-related purposes.

19. Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy of unlawful rounding and practice of requiring her to work off the clock and without pay, and failed to pay at the required overtime rates for all hours over eight in a shift, or over forty in a week. With work shifts generally being scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members working past eight hours on a shift, which required that they be paid at the correct

overtime rate of 1.5 times their regular rate. Defendants' management would shave hours worked off of Plaintiff's daily and weekly totals, or otherwise round them down or fail to record them. To the extent Defendants paid Class members any shift differentials and bonuses or other forms of remuneration, Defendants failed to include them in the regular rate used to calculate and pay overtime hours.

20. Defendants thus systematically underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Class members were bound by similar scheduling and work policies which Defendants required them to follow, and endured similar violations at Defendants' hands.

21. Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, and by deducting time for meal periods that were not lawfully provided, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174.

22. The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Class members is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Class members working at Defendants' locations throughout California. As a result of the above described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for which they were not adequately and completely compensated, in addition to their incorrectly paid regular hours.

23. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked, and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

24. Defendants also failed to provide Plaintiff and the Class members with their required first and second meal periods, and their first, second, and third required rest breaks. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the Class members to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

25. Due to the work scheduling and job demands Defendants placed upon Plaintiff and the Class members, and the systematic understaffing Employees had to contend with, Plaintiff and the Class members were pressured to work through breaks and therefore endured similar ongoing meal period and rest break violations at Defendants' hands.

26. Plaintiff and the Class members generally worked shifts that entitled them to receive at least one meal period and two to three rest breaks. However, Defendants failed to provide all required meal periods and rest breaks to Plaintiff and the Class members. Defendants followed a uniformly applied policies across all facilities of not providing all required meal periods and rest breaks to their Employees in accordance with the Labor Code and IWC Wage Orders. Meal periods were often not provided during a work shift, as work and production demands and management pressure required Employees to work through breaks. When breaks were provided, they were frequently provided well after five hours into a work shift, and often for less than 30 minutes. Plaintiff was also required to endure shifts of ten hours or more without

receiving a second meal period or all her required rest breaks.

27. Defendants also followed a policy of denying all required timely and duty-free meal periods for 30 minutes in duration by automatically deducting for meal periods which were presumed to have been properly provided while also systematically shortening breaks by requiring Employees to remain under Defendants' control. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class members, as required by the applicable Wage Order and Labor Code. Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to the Plaintiff and the other Class members. Plaintiff and other Class members were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-mintue meal break for every five hours worked. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

28. As a result, Defendants' failure to provide Plaintiff and the Class members with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff' timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided.

29. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Class members were provided with a meal

period, it was often provided after five hours into a work shift and was therefore untimely or was interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. To the extent Defendants assert they paid any meal period premiums, they failed to do so for all violations. Meal period violations thus occurred in the following manners:

(a) Class members were not provided full thirty-minute duty free meal periods for work days in excess of five hours and were not compensated one hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);

(b) Class members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;

(c) Class members were required to work through at least part of their daily meal period(s);

(d) Meal periods were provided after five hours of continuous work during a shift; and

(e) Class members were restricted in their ability to take a full thirty-minute meal period or were otherwise required to remain under Defendants' control during meal periods.

30. Defendants also failed to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for ever four hours of shift work, or major fraction thereof. Defendants also failed to authorize and permit Plaintiff and the Class members to take their required duty-free, net ten minute rest periods. Rest breaks were not scheduled, as Defendants' policy was not to provide them, and management did not emphasize the requirement to provide at least one ten minute duty-free rest period for each four hour duty period, or major fraction thereof. Thus, on shift of ten hours or more, Defendants were required to provide at least three duty-free ten minute rest breaks to Plaintiff and the Class members. Defendants neglected to do so, and even if Employees were provided with one rest break during a scheduled shift, they were not provided with the required second or third rest breaks.

31. Defendants did not schedule any required ten minute rest breaks, and Plaintiff and the Class members were compelled by work requirements and scheduling demands to continue working throughout their shifts without receiving their required first, second, and third rest breaks. On the rest breaks there were authorized and permitted to take, they were often interrupted regarding work matters.

32. Therefore, the job requirements and duties required of Plaintiff and the Class members, and the demands from management and customers, manifested a failure to authorize and permit Class members to take all their required rest breaks. Plaintiff and the other similarly situated Class members were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job and customer demands. Defendants also failed to authorize and permit employees to leave the premises during rest breaks, or else prevented them from doing so, thus further evidencing Defendants' policy and practice of requiring Plaintiff and the Class members to remain under their control during required off-duty rest breaks.

33. Defendants' policies and practices thus systematically deny and denied Plaintiff and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Class members were and are under Defendants' control when they are working through rest breaks, and Defendants failed to schedule or account for required first, second, and third rest breaks during the shifts Plaintiff and the Class members generally worked.

34. Plaintiff and the Defendants' Employees in the Class were therefore not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises

during rest breaks under Defendants' policies and practices. Rest period violations therefore arose in one or more of the following manners:

(a) Class members were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;

(b) Class members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and

(c) Class members were required to remain on-duty and under Defendants' control during rest periods or otherwise had their rest periods interrupted by work demands.

35. From at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock before and after work shifts and automatically deducting 30 minutes of work for unpaid meal periods Defendants failed to provide. As detailed above, Plaintiff's supervisor also got so upset with all the time entry changes he was asked to make for missed or incorrect time punches that he started docking employees an hour of pay whenever he thought an employee missed a time punch. In such instances, Plaintiff and the Class members had their wages unlawfully deducted when Defendants' managers recorded fewer hours worked in the timekeeping records than were in fact worked. By not compensating Employees for all hours worked, and the automatic deductions for unprovided meal periods and failure to pay for hours spent under Defendants' control, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in violation of Labor Code § 221.

36. As a result of the above described illegal policies and practices, Defendants engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Class members she seeks to represent:

(a) failing to pay all wages owed to Class members who either were discharged,

laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;

(b) failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204;

(c) failing to pay Class members all wages owed, including all meal and rest period premium wages;

(d) failing to maintain accurate records of Class members' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and

(e) failing to produce timekeeping records in response to Plaintiff' timely and lawful request to receive them under these authorities.

37. From at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have also consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Class members.

38. Defendants thus also provided Plaintiff and the Class members with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. Plaintiff and the Employees in the Class were unable to discern from their wage

statements alone the actual hours they worked in total during a pay period.

39. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff and the Class members, along with the appropriate applicable rates, among others requirements. Plaintiff and Class members are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Class members.

40. Defendants also required Plaintiff and the Class members to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, when they received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Plaintiff and the Class members twice monthly in accordance with the requirements of Labor Code § 204.

41. Also, from at least four years prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Defendants' failure to pay wages for all hours worked and failure to pay premiums for overtime and meal periods further evidenced their failure to pay all wages owed to Plaintiff and the Class members at the time they were terminated or otherwise separated from employment, including under Labor Code § 203.

42. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties. This

includes requiring Plaintiff and the Class members to use their cellular phones to conduct work related business and to receive and respond to text messages from management. Plaintiff was required to use her cell phone frequently as a primary means of communication with Defendant regarding work scheduling. Defendants would contact Plaintiff without regard to whether she was off-duty after scheduled work hours, and without regard to whether she was taking a break. Moreover, since Plaintiff was required to work from home, she utilized her personal internet service to complete her job duties. Defendants failed to reimburse Plaintiff and the Class members for any of their expenses related to their personal cellular phones, data usage, and internet usage, in violation of Labor Code § 2802.

43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1198, 2698 *et seq*., and 2802, and California Code of Regulations, Title 8, section 11000 *et seq*.

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

45. Plaintiff bring this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or "the Class" or "Class members") defined as follows: "All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court ("the Class Period"), and who have been employed in California as non-exempt, hourly employees. This includes those employed as property managers, maintenance workers, repair personnel, leasing agents, and those in similar and related positions, based out of Defendants' facilities and offices within the State of California. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not

compensated for all hours worked for Defendants at the applicable minimum wage.

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

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

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

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to

be unlawful, deceptive, and/or unfair.

46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

47. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class members wages to which these employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

48. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

A. Numerosity

49. The potential members of the Class as defined are so numerous that joinder of all the Class members is impracticable. While the precise number of Class member has not been determined at this time, Plaintiff are informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least 100 Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class members.

B. Commonality

50. There are questions of law and fact common to the Class that predominate over any

questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

a. Whether Defendants failed to pay Employees minimum wages;

b. Whether Defendants failed to pay Employees wages for all hours worked;

c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;

d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;

f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;

g. Whether Defendants violated Labor Code § 221;

h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

i. Whether Defendants' conduct was willful;

j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;

k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all

wages earned at least twice monthly;

m. Whether Defendants violated Labor Code § 2802 by failing reimburse necessary business expenses incurred by Employees;

n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq*.

C. Typicality

51. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations she was required to endure are typical of those of the other Class members.

D. Adequacy of Representation

52. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

53. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

54. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class members. Further, as the economic or other loss suffered by vast numbers of Class members may be relatively small, the expense and burden of individual actions makes it difficult for the Class

members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they endured which they would otherwise be foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

55. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment. Plaintiff contemplate the eventual issuance of notice to the proposed Class members that would set forth the subject and nature of the instant action. The Defendants' own business records can be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

56. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

57. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiff' and the Class' wavier of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

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

59. Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control and during breaks and due to the work demands placed upon them by Defendants' management. Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Class members, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the clock work and by unlawful rounding. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

60. In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

61. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be

paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

62. The applicable minimum wage rate fixed by the commission for work during the relevant period is found in the Wage Orders.

63. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

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

65. In committing the above described violations of the California Labor Code, Defendants inaccurately recorded, or required Plaintiff and the Class members to input times that did not reflect their actual hours worked, or calculated the correct time worked and consequently underpaid the actual time worked by Plaintiff and other members of the Class, including by requiring off the clock work and rounding, as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendants also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

66. California Labor Code § 1194.2 also provides for the following remedies: "In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

67. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Plaintiff and Class members are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

68. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

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

70. Wherefore, Plaintiff and the Employee Class members are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and/or civil penalties against Defendants, in a sum as provided by the California Labor Code, including § 558, and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 for failure to pay all wages owed twice monthly, and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was

willful, intentional and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

72. California Labor Code § 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Division of Labor Standards and Enforcement.

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

74. Defendants thus had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates, and as

required under applicable living wage ordinances. Defendants required Plaintiff and the Class members to work off the clock to avoid paying all their earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or and participate in company required activities or remain under Defendants' control. Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants also under-paid Plaintiff and the putative Class members all wages by systematically miscalculating and underpaying overtime wages they earned.

75. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of regular wages owed and overtime compensation for all hours worked, as required by California law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC Wage Order, and is therefore unlawful.

76. Additionally, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in

this section are in addition to any other civil or criminal penalty provided by law." Defendants have violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Class members seek the remedies under Labor Code § 558.

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

78. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than $100 for causing Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission" or if the employer pays "a wage less than the minimum fixed by an order of the commission" or "violates…any provision of this chapter or any order or ruling of the commission."

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

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THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

81. Employees regularly worked shifts greater than five (5) hours and in most instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

82. Defendants failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to otherwise remain under Defendants' control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements to remain under Defendants' control during off the clock time. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

83. Defendants thus failed to provide Plaintiff and the Class members with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to perform work during breaks.

84. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal

period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

85. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

87. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) work hours.

88. Employees consistently worked consecutive four (4) hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Employees were often required to work or to otherwise remain under Defendants' control during rest periods, and had breaks provided untimely as a result of the above described off the clock work. Plaintiff and the Class members were also not permitted to leave their work premises during rest breaks.

89. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this

section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

90. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

91. Defendants failed to authorize and permit Plaintiff and the Class members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders.

92. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(Against All Defendants)

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

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

95. Defendants failed to provide Plaintiff and the similarly situated Employee Class

members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

96. Defendants also provided Plaintiff and the Class members with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. Due to Defendants' failure to record and compensate for all hours worked or failure to do so accurately, Plaintiff and the Employees in the Class were unable to discern from their wage statements along the actual hours they worked in total during a pay period.

97. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such timely and accurate wage and hour statements.

98. Plaintiff and the Class members suffered injury as a result of Defendants' knowing and intentional failure to provide them with the wage and hour statements as required by law and are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide accurate and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),

inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

99. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, …" Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

100. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

101. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and

one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 221

(Against All Defendants)

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

103. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

104. Defendants unlawfully received and/or collected wages from the Employees in the Class by implementing a policy understating the hours worked by Employees by requiring off the clock work and by automatically deducting time for meal periods when they were not lawfully provided, as alleged above. As also detailed above, Plaintiff's supervisor also got so upset with all the time entry changes he was asked to make for missed or incorrect time punches that he started docking employees an hour of pay whenever he thought an employee missed a time punch. In such instances, Plaintiff and the Class members had their wages unlawfully deducted when Defendants' managers recorded fewer hours worked in the timekeeping records than were in fact worked. By not compensating Employees for all hours worked, and the automatic deductions for unprovided meal periods and failure to pay for hours spent under Defendants' control, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in violation of Labor Code § 221.

105. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 204

(Against All Defendants)

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

107. Labor Code § 204 instructs that: "All wages, …earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. This included failing to pay all wages due and owing to Plaintiff and the Class members for all hours they worked and failing to pay all wages earned by not more than seven calendar days following the close of the payroll period.

108. Defendants also required Plaintiff and the Class members to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, as addressed above. Therefore, when Class members received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Plaintiff and the Class members twice monthly in accordance with the requirements of Labor Code § 204.

109. Given the above described off the clock work and unlawful rounding and

deductions from hours worked perpetrated by Defendants' management, Plaintiff would often notice on her wage statements that she was being paid for substantially fewer hours than she actually worked, and that she was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

110. All wages due and owing to Plaintiff and the Class members, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

111. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, …" Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

112. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to represent have been deprived of wages in amounts to be determined at trial, and they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage Orders.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 203

(Against All Defendants)

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

114. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

115. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as addressed in detail above.

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

117. Defendants failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

118. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, …" Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than $100 for causing Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission" or if the

employer pays "a wage less than the minimum fixed by an order of the commission" or "violates…any provision of this chapter or any order or ruling of the commission."

119. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage Orders as addressed above, including the requirement that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5

(Against All Defendants)

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

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

122. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and failing to document and pay for actual hours worked.

123. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times during which Employees work.

124. Defendants have maintained a common unlawful policy and practice of failing to accurately record all hours worked and all meal period start and end times.

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

126. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION

FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

UNDER LABOR CODE § 2802

(Against All Defendants)

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

128. Plaintiff and the Class are informed and believe and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. Defendants required Plaintiff and the Class members to use their cellular phones to conduct work related business and to receive scheduling and location assignments. Defendants also used the personal cellular phones for the Class members as the primary means for contacting them both during and after work shifts regarding work scheduling or other company specific business, and Plaintiff and other similarly situated employees were required to respond. Plaintiff was also required to use her personal internet service to complete her work while working from home and was never reimbursed. Moreover, this also prevented them from taking uninterrupted and duty-free rest breaks and meal periods.

129. Defendants thus followed a uniform policy and practice of failing to reimburse Employees in the Class for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

130. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

131. Therefore, Plaintiff and the Class members are entitled to reimbursement for any

and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

ELEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

134. Plaintiff are "persons" within the meaning of Business & Professions Code § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

135. Business & Professions Code § 17200 *et seq*. prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for all hours worked or reimburse them for necessary business expenses, due to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements in violation of California Business and Professions Code §§ 17200, *et seq.,* and for which this Court should issue injunctive and equitable relief, pursuant to California Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

137. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq*.; which conduct has deprived Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

138. Defendants' conduct, as alleged above, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq*.

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

140. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

TWELFTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*

143. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

144. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants ("Aggrieved Employees") during the relevant time period.

145. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

146. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1198, 2698 *et seq*., and 2802.

147. More specifically, after complying with the notice procedures of Labor Code §

2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

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

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor

Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and

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

148. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

149. Plaintiff has exhausted her administrative remedies by submitting a certified letter to the LWDA and Defendants on June 24, 2024 (LWDA-CM-1036131-24) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations

addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;

2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;

5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;

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

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

8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;

9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;

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

11. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

12. For liquidated damages pursuant to California Labor Code 1194.2(a) for failure to

pay minimum wage;

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

14. For penalties pursuant to Labor Code § 2698 et seq., as may be proven;

15. For penalties under Labor Code § 558, as may be proven;

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

17. For other wages and penalties under the Labor Code as may be proven;

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

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

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

21. For an award of attorneys' fees; and

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

DATED: August 29, 2024

D.LAW, INC.

By _____

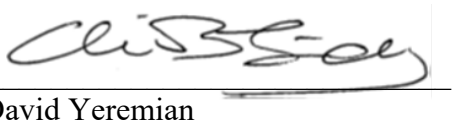
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff ALICIA D. COLE, on behalf of herself and all others similarly situated

DEMAND FOR JURY TRIAL

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

DATED: August 29, 2024

D.LAW, INC.

By 

David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff ALICIA D. COLE, on behalf of herself and all others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

On August 29, 2024, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Riley Balestreri
riley@holdenlawgroup.com
Dylan Rupchock
dylan@holdenlawgroup.com
Ariana Powell
Ariana@holdenlawgroup.com
Holden Law Group, APC
PO Box 4559,
Auburn, CA 95604

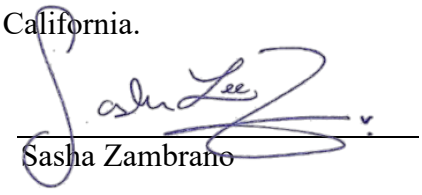
[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[ ] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 29, 2024, at Glendale, California.



Sasha Zambrano

EXHIBIT 4

Cole et al. v. The CBM Group, Inc.

Litigation Costs

Service Date		Details		Provider		Amount
6/24/24		LWDA Letter		LWDA		$ 75.00
7/1/24		Summons & Complaint		One Legal		$ 1,494.73
7/3/24		Process of Service - Summons & Complaint		One Legal		$ 154.43
7/5/24		POS of Summons		One Legal		$ 17.40
9/17/24		First Amended Complaint		Proceed		$ 17.40
9/26/24		Notice of Change of Address		Proceed		$ 13.34
10/3/24		Notice of Department Change & Order Continuing Hearing		Proceed		$ 13.34
11/14/24		Remote Appearance Fee		Ncourt		$ 28.88
11/15/24		Case Management Statement		Proceed		$ 13.34
11/25/24		Notice of Continued Hearing; Declaration In Support of Dismissal		Proceed		$ 13.34
2/26/25		Notice of Disassociation of Counsel		Proceed		$ 13.34
7/18/25		(Rejected) Notice of Case Management Conference		Proceed		$ 11.39
7/21/25		Notice of Case Management Conference		Proceed		$ 13.40
12/23/25		Notice of Disassociation; Memorandum		Proceed		$ 13.40
2/24/26		Notice of Change of Address		Proceed		$ 13.40
3/27/26		Mediation		Gig Kyriacou		$ 12,000.00
5/20/26		Case Management Statement		Proceed		$ 13.40
6/17/26		Notice of Association of Attorney		Proceed		$ 13.40
6/25/26		Expert Mediation Analysis		Proceed		$ 5,130.00
7/21/26		Stipulation and Order to File SAC		Proceed		$ 34.10
8/5/26		Response		Proceed		$ 13.40
8/17/26		Second Amended Complaint		Proceed		$ 13.40
FUTURE		Motion for Approval of PAGA Settlement		Proceed		$ 80.00
FUTURE		Ntc of Entry of Final Order & Judgment		Proceed		$ 13.40
FUTURE		Decl of Class Admin re Final Distribution		Proceed		$ 13.40

	Total	**$ 19,230.63**

EXHIBIT 5

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Attorney	Total Time	Rate	Total Billable Amount
Jean Power	90.4	$1,263.00	$114,175.20
Arianna Razi	18.5	$559.00	$10,341.50
Roman Shkodnik	13.0	$1,345.00	$17,485.00
Alvin Lindsay	10.6	$1,687.00	$17,882.20
Enoch Kim	3.1	$1,350.00	$4,185.00
Emma Geesaman	0.5	$610.00	$305.00
Total	**136.1**		**$164,373.90**

Paralegal	Total Time	Rate	Total Billable Amount
Anna Iwata	6.3	$332.00	$2,091.60
Sasha Zambrano	6.2	$277.00	$1,717.40
Janet Linares	1.9	$277.00	$526.30
Katheryn Perez	1.8	$277.00	$498.60
Jonathan Morataya	0.6	$332.00	$199.20
Brent Insua	0.1	$332.00	$33.20
Total	**16.9**		**$5,066.30**

Grand Total	Total Time	Total Billable Amount
Attorneys	136.1	$164,373.90
Paralegals	16.9	$5,066.30
Total	**153.0**	**$169,440.20**

Staff	Entry Date	Hours	Description
Janet Linares	5/16/2024	0.2	Opened new case on Neos and uploaded all docs from DropBox. Notifying DY EOD via RC of case opening, class size, and any previous filings.
Alvin Lindsay	6/24/2024	2.0	***SEE NOTES FOR FULL TIME ENTRY*** Review case file and documents and wage statements and Summary of Issues and research Defendant SOS listing and venue/forum. Review class action complaint and draft revisions. Review LWDA PAGA Notice Letter and draft r
Sasha Zambrano	6/24/2024	2.0	Finalized Complaint, review initiating docs prepared by Evelyn. Sent for filing w OneLegal. Finalized LWDA ltr, sent to Lauren for printing & mailing, uploaded to website. Saved to Neos & calendared FAC ripe. Informed ABL & JHP. Issues filing in RL.
Jean Power	7/10/2024	0.2	Updated Team ABL Open Case List
Jean Power	7/12/2024	0.2	Researched to ascertain possibility of WT - not likely. This is one of the cases filed before the new PAGA law
Sasha Zambrano	7/17/2024	0.3	Downloaded & saved conformed docs to file, emailed to ABL & JHP. Updated calendar.
Janet Linares	7/23/2024	0.1	Added costs to Neos and saved invoices to DropBox.
Jean Power	7/29/2024	0.3	Received, reviewed, and responded to email from OC, Riley Balestreri. Granted 15 day extension and email to schedule initial telephone call.
Sasha Zambrano	7/29/2024	0.1	Updated calendar & POS.
Alvin Lindsay	7/30/2024	0.4	Review correspondence from OC regarding arbitration agreement and review agreement and confer with JP regarding same and status of ISC and mediation possibilities.
Jean Power	7/30/2024	0.2	Email to OC to schedule introductory call.
Sasha Zambrano	7/30/2024	0.1	Updated calendar.
Jean Power	8/1/2024	0.2	***SEE NOTES FOR FULL TIME ENTRY*** Client returned all. She is still on leave - notes below. Told her I will text her for a supplemental intake call later today. She is still on medical leave, etc. and technicaly employed there. October 10 is the p

Jean Power	8/1/2024	0.2	***SEE NOTES FOR FULL TIME ENTRY*** Call with OC - Riley B. Advised her of FAC coming up - agreed to push Defendant's answer deadline to 30 days after FAC. Told her I reviewed the arb agreement and proposed we go to mediation on the PAGA rep and individ
Jean Power	8/1/2024	0.2	Sent text message to client to schedule supp intake.
Jean Power	8/1/2024	0.5	Plan and prepare for call with client. Completed additional intake on ABL form.
Jean Power	8/1/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Call to client and discussed Class Action/PAGA and responsibilities thereto. Discussed FEHA claim - will send a separate email - recommend accept - notes below She does not know if OSHA investigated. The Defendant i
Jean Power	8/1/2024	0.2	Call to client and left vm for her to call me.
Alvin Lindsay	8/2/2024	0.4	Confer and correspond with JP regarding response to OC proposing amending complaint by dropping Class claims and address timing of amended complaint and mediation possibilities.
Jean Power	8/2/2024	1.0	Drafted FEHA recommendation form - accept for FEHA case after client resigns
Alvin Lindsay	8/14/2024	0.4	Review correspondence from OC regarding status of responsive pleading and agreements from conference of counsel and confer with JP regarding same and what issues there are and how to address them.
Jean Power	8/14/2024	0.4	***SEE NOTES FOR FULL TIME ENTRY*** Received, reviewed, and responded to email from OC - see below: Hi Riley, I am confirming our discussion that we had on August 1, 2024. We are filing the FAC on August 28, 2024 – so you can defer your answer to that
Alvin Lindsay	8/15/2024	0.3	Review correspondence from and to OC regarding responsive pleading and FAC adding PAGA and timing and confer with JP regarding same.

Jean Power	8/15/2024	0.2	Received, reviewed, and responded to email from OC re: FAC being the operative document to respond with an NAR. Also OC represents that she will discuss mediation with her client.
Emma Geesaman	8/27/2024	0.5	drafting FAC
Jean Power	8/27/2024	0.5	Reviewed and revised FAC. Could not ascertain court assignment based on order for CMS - Placer county. Email to Sasha to ascertain judge and file the FAC.
Alvin Lindsay	8/29/2024	0.4	Review FAC and correspondence regarding same and NAR and service. Confer with JP regarding same and SZ regarding filing.
Sasha Zambrano	8/29/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Checked ROA, called court to verify Judge assigned. Clerk advised it was reassigned to Dept 1 for ISC and afterward, will be reassigned for all proposes. Finalized FAC, sent for filing w RL. Sent to Lauren to print and
Janet Linares	9/3/2024	1.0	Created and added another party, Steven Alex School, on Neos to case and uploaded all docs from DropBox. Notified DY. AL and JP via RC of additional plaintiff and LDW.
Sasha Zambrano	9/3/2024	0.1	Received Court ntc of dept change, updated file. Sent to Evelyn to prepare ntc to OC.
Jean Power	9/13/2024	0.4	File review. Will contact potential 2nd plaintiff - Steve School. Updated ABL Open Case list.
Janet Linares	9/20/2024	0.2	Updated case number, county info and parties. Downloaded the FAC from Rapid Legal. Uploaded the FAC to the PAGA website and uploaded confirmation/submission to Neos. Emailed to AL, SZ & JP
Jean Power	9/20/2024	0.4	Received and reviewed conformed copy of FAC and confirmation of LWDA receipt.
Jean Power	10/1/2024	0.4	Email to OC re: f/u on possible mediation. Updated ABL Open Case List.
Sasha Zambrano	10/2/2024	0.5	Revised & corrected Ntc of Cont CMC prepared by Evelyn. Received signed NAR to FAC from OC. Sent for filing w RL. Sent to Janet to print & mail. Sent to OC via email.

Alvin Lindsay	10/3/2024	0.3	Review notice of department change and NAR and FAC and correspondence regarding same and confer and correspond with JP regarding same and next steps.
Janet Linares	10/7/2024	0.1	Downloaded NAR to FAC, Ntc of Dept Change & Order Cont CMC (11.18.24) from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & JP
Alvin Lindsay	10/8/2024	0.3	Review correspondence from OC regarding arbitration and mediation and timing for responsive pleading and confer with JP regarding same.
Jean Power	10/8/2024	0.4	f/u email to OC re: scheduling mediation. Set up task.
Sasha Zambrano	10/8/2024	0.1	Updated calendar
Alvin Lindsay	10/15/2024	0.4	Review correspondence from OC regarding arbitration of individual claims, dismissal of class claims, stay of paga claim, and mediation and informal discovery. Confer with JP regarding same and drafting response and addressing the various points.
Jean Power	10/15/2024	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Preparation for and discussion with AL for Call to OC. Call to OC and discussed stipulating to arbitration on the individual claims but not being compelled to arbitration until we mediate the PAGA rep claims, PAGA indi
Alvin Lindsay	10/16/2024	0.4	Review correspondence regarding teleconference of counsel and mediation and dismissal of class claims and other items agreed upon. Confer with JP regarding same
Jean Power	10/16/2024	1.2	***SEE NOTES FOR FULL TIME ENTRY*** Phone call with Plaintiff Wainright
Jean Power	10/16/2024	0.5	Email to/from OC re: clarification on stipulation.
Jean Power	10/16/2024	2.0	Received and reviewed email from OC and proposed stipulation. Made redlines to proposed stipulation and emailed to OC for review.

Jean Power	10/17/2024	0.5	Received and reviewed email and revised stipulation from OC. Reviewed and revised stipulation and sent to OC with approval for filing.
Alvin Lindsay	10/18/2024	0.4	Review correspondence between OC and JP regarding finalizing Joint Stipulation re Arbitration and class claims dismissal and mediation and confer with JP regarding same and NB regarding finalizing and filing and adding OC signature.
Jean Power	10/18/2024	0.5	Received and reviewed email from OC re: Stipulation - responded to same.
Alvin Lindsay	10/21/2024	0.4	Review stipulation to arbitration and correspondence regarding same and confer with JP and address agreement to mediate and stay responsive pleading and address status of mediators proposed and timing.
Alvin Lindsay	10/29/2024	0.4	Review Court Order denying dismissal of class claims and requiring Rule 3.770 dismissal. Confer with JP regarding same and status of booking mediation.
Alvin Lindsay	11/1/2024	0.4	Review correspondence from OC regarding status of declaration in support of dismissal and draft response addressing JP's return and response timing for the following week.
Alvin Lindsay	11/5/2024	0.4	Review correspondence from OC and Def CMC statement for Nov. 18 CMC. Confer with JP regarding same and Plaintiff's response and status of Rule 3.770 Request for Dismissal drafting status.
Sasha Zambrano	11/5/2024	0.2	Saved Def CMS to file.
Jean Power	11/12/2024	0.4	Reviewed and revised CMS.
Sasha Zambrano	11/12/2024	0.6	Prepared CMS, sent to JHP for review. Corrected & sent for filing w RL. Sent to Lauren to print & mail. Sent to OC via email.
Alvin Lindsay	11/13/2024	0.3	Review correspondence from OC regarding stipulation and declaration regarding class claims and correspond with JP regarding same and issues with responding.

Jean Power	11/13/2024	2.0	Drafted Motion and proposed order for dismissal of class claims without prejudice.
Jean Power	11/13/2024	2.0	Drafted revised stipulation and Declaration to dismiss Class Claims and emailed to OC for revieew.
Jean Power	11/14/2024	1.5	Revised declaration and signed and sent to OC for filing with stipulation. Revised Motion and Proposed Order to Dismiss.
Alvin Lindsay	11/18/2024	0.4	Review correspondence regarding declaration regarding dismissal and revisions and stipulation and revisions and confer with JP regarding same and next steps and address upcoming CMC and appearance.
Jean Power	11/18/2024	1.0	Revised notice of dismissal, proposed order and reviewed declaration. Sent to SZ for finalization and tiling.
Jean Power	11/18/2024	1.5	***SEE NOTES FOR FULL TIME ENTRY*** Appeared for CMC - notes below: I advised the court of our stipulation that we are going to mediation on the PAGA representative matter. The court noted that we filed a revised stipulation today, based on my represent
Jean Power	11/18/2024	0.4	Email to/from OC re: stipulation. Revised stipulation and emailed to OC's office to attach to stipulation.
Jean Power	11/18/2024	0.4	***SEE NOTES FOR FULL TIME ENTRY*** Call from OC, Riley B - she is unable to appear at the CMC today because she is sick, can't appear in person and the clerk won't let her schedule a courtcall. Agreed that i will represent to the court what is in the st
Jean Power	11/18/2024	0.5	Email to/from OC re; stipulation. Agreed to revisions but requested Declaration be attached as exhibit. OC agrees and will file stipulation.
Sasha Zambrano	11/18/2024	1.0	Downloaded & saved Court's Order cont CMC. Prepared Ntc. Finalized Req for Dismissal, sent for filing w RL. Sent to Lauren to print & mail. Sent to OC via email. Updated calendar.

Alvin Lindsay	11/19/2024	0.3	Review Request for Dismissal docs and notice of continued CMC and confer with JP regarding same and next steps and case management dates and mediation possibilities.
Janet Linares	11/19/2024	0.1	Downloaded Plaintiff's CMS (11.18.24) from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & JP
Alvin Lindsay	11/21/2024	0.4	Review correspondence with OC regarding mediators and address recommended selections and response. Confer with JP regarding same and status of case management dates and pleadings.
Jean Power	11/21/2024	0.4	Email to OC requesting selection of mediator. Tasked to f/u.
Janet Linares	11/22/2024	0.1	Saved remote appearance fee and updated costs.
Sasha Zambrano	11/22/2024	0.2	Saved signed order granting stay pending mediation/arb.
Janet Linares	11/26/2024	0.1	Downloaded docs from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & JP
Jean Power	12/5/2024	1.0	Reviewed and analyzed SOI for Steven School
Jean Power	12/5/2024	0.4	Call from Plaintiff, Steven School. Discussed telephone conference for additional intake - he said he was calling me based on an email he received in October. Text message to/from Plaintiff School to schedule time to talk on Friday.
Jean Power	12/6/2024	0.2	Email to OC f/u on selection of mediator.
Jean Power	12/6/2024	0.2	Email to Plaintiff School, confirming we can proceed.
Jean Power	12/6/2024	2.0	Prepared for and spoke with Plaintiff Steven School - he authorizes me to add him as a plaintiff - notes in ABL supplemental intake
Alvin Lindsay	12/9/2024	0.3	Review correspondence from OC regarding mediation and status and scheduling and suggested mediators and confer and correspond with JP regarding same.
Alvin Lindsay	1/8/2025	0.4	Review correspondence from OC regarding mediation and suggested mediators and draft response. Confer with JP regarding same and provide suggested mediators.

Sasha Zambrano	1/23/2025	0.3	Review signed order, checked ROA & updated calendar.
Jean Power	1/24/2025	0.2	Email to OC re: status of mediator selection.
Jean Power	1/24/2025	0.5	File review and calendar review. Updated Open Case list.
Alvin Lindsay	1/27/2025	0.4	Review correspondence from JP to OC regarding mediation and mediators and failure to follow up and respond to past inquiries. Confer with JP regarding same.
Jean Power	1/28/2025	0.5	Received and reviewed text message and attachments from Plaintiff - School - relating to CBM and a possible wrongful eviction threat.
Jean Power	1/28/2025	0.4	Call from Annalinde Wainright - who Plaintiff School asked to call me. She wanted me to know how CBM (defendants) are violating IHS regulations. Told her i will review the docs.
Alvin Lindsay	1/29/2025	0.8	***SEE NOTES FOR FULL TIME ENTRY*** Confer and correspond with JP and DY regarding potential third plaintiff and whether to add or not and address mediation and status of defense counsel and PAGA only and class claim dismissal agreement. Confer and corres
Jean Power	1/29/2025	1.0	Drafted Informal Discovery Request and emailed to OC.
Jean Power	1/29/2025	0.5	Discussion with DY and AL re: reserving mediation date/ informal discovery - sent confirmation email to DY and AL.
Jean Power	1/29/2025	0.7	Received, reviewed and responded to message from Emil re: addition of possible new Plaintiff. Researched other plaintiffs and posture of case. Discussion with DY.
Jean Power	1/29/2025	0.4	Received and reviewed email from OC - agreed to McKelvey for mediation
Jean Power	2/6/2025	0.4	Review of file and email to OC re: status of mediation.
Jean Power	2/19/2025	0.5	Reviewed file and documents. Stipulation that proceedings are stayed pending PAGA only mediation - no Cert Deadline.
Sasha Zambrano	2/19/2025	0.2	Updating atty assignments.
Jean Power	2/26/2025	0.2	Email to OC re: scheduling mediation.
Brent Insua	2/27/2025	0.1	Confirmed Case Assigned to Team RS

Jean Power	3/11/2025	0.4	Received, reviewed, and responded to text messages from Plaintiff School re: complaints from other employees.
Jean Power	3/11/2025	0.4	Email to/from OC re: mediation scheduling.
Jean Power	3/12/2025	3.0	Drafting supplemental LWDA letter
Jean Power	3/12/2025	1.0	***SEE NOTES FOR FULL TIME ENTRY*** Prepared for and had call with Plaintiff Steven School - notes below. Discussed with RS. 3/12/25 – call with Steven School – A new maintenance guy quit at Valley View Apartments. He was sent there for a plumbing iss
Jean Power	3/13/2025	0.4	Email to/from OC re: mediator Gig K's schedule. Discussed with KP
Jean Power	3/17/2025	0.4	Text messages to/from client.
Jean Power	3/18/2025	2.0	Completed drafting supplemental LWDA letter.
Jean Power	3/25/2025	0.4	Text message communication to/from client.
Jean Power	4/1/2025	0.4	Text message communications to/from client - notes in file.
Jean Power	4/4/2025	0.2	Text messages to/from client.
Jean Power	4/4/2025	0.2	Email to/from OC re: telephone conference.
Jean Power	4/4/2025	0.4	Received, reviewed, and responded to email from OC re: mediation.
Jean Power	4/8/2025	1.0	Prepared for and participated in call with OC re: mediation and informal discovery. Discussed with RS.
Jean Power	4/28/2025	0.5	File review and calendar update.
Katheryn Perez	4/30/2025	0.1	upload def's resp to amended PAGA letter
Jean Power	7/8/2025	0.5	Call with client and text message - notes in file.
Jean Power	7/17/2025	0.5	Received and reviewed email from mediator. Email to/from OC re: mediation. Discussed with KP.
Jean Power	7/17/2025	0.5	File and document review.
Jean Power	7/17/2025	0.5	Received, reviewed, and responded to email from OC re: mediation. Discussed with KP.
Jean Power	7/18/2025	1.0	Drafted declaration re: OSC arb status; discussed with KP.
Jean Power	7/18/2025	0.4	Received, reviewed, and responded to email from mediator office re: scheduiing.
Katheryn Perez	7/18/2025	0.2	file declaration re OSC.
Katheryn Perez	7/21/2025	0.1	upload def filing.
Katheryn Perez	7/22/2025	0.1	Upload conformed copy.

Katheryn Perez	7/23/2025	0.5	Update calendar and upload mediation documents.
Jean Power	8/4/2025	1.0	Prepared for and appeared at OSC hearing re: arbitration status; drafted hearing memo.
Katheryn Perez	8/4/2025	0.2	Update date.
Roman Shkodnik	8/4/2025	0.5	review informal discovery
Anna Iwata	8/5/2025	0.1	Uploaded JP Hearing Memo
Jean Power	8/5/2025	0.2	Received, reviewed, and responded to email from mediator's office.
Jean Power	8/5/2025	0.2	Email to OC re: Revised Informal Discovery for mediation
Jean Power	8/5/2025	1.0	Discussed informal discovery with RS. Drafted amended informal discovery.
Katheryn Perez	8/5/2025	0.1	update calendar to reflect def deadline to produce informal disc req.
Jean Power	9/3/2025	0.2	Reviewed file.
Katheryn Perez	9/5/2025	0.2	spoke to Ms. Cole who requested a case update - informed her that mediation has been scheduled and we will be preparing for that until then.
Jean Power	9/11/2025	0.5	File and calendar review. Updated open case list.
Anna Iwata	10/6/2025	0.3	Updated costs from rapid legal
Jean Power	11/13/2025	0.5	Drafted email for additional informal discovery to OC and sent email.
Anna Iwata	11/14/2025	0.1	calendared and created teams meeting for jean's attorney call with OC on 11/18
Jean Power	12/1/2025	1.0	Preparation for and Teams video call with OC re: informal discovery.
Jean Power	12/1/2025	0.2	Email to OC re; Informal discovery Agreement
Jean Power	12/1/2025	1.0	Revised and redlined informal discovery agreement; discussed with RS.
Jean Power	12/5/2025	0.5	File and calendar review; updated open case list.
Anna Iwata	12/8/2025	0.3	finalized ntc of disassoc and unavail, filed, and served
Jean Power	12/8/2025	0.2	Received and reviewed filed Notices of disassociation and unavailability
Anna Iwata	1/6/2026	0.1	saved and uploaded ntc of disassoc and unavail
Jean Power	2/9/2026	0.2	Email to OC re: informal discovery.
Jean Power	2/9/2026	1.0	Received, reviewed, and revised informal discovery agreement; discussed with RS.

Jean Power	2/9/2026	0.5	File and calendar review. Updated Open case list.
Roman Shkodnik	2/9/2026	0.5	review informal discovery
Anna Iwata	2/11/2026	0.1	drafted ntc of change of address
Anna Iwata	2/19/2026	0.2	finalized ntc of change of address, filed, and served
Jean Power	2/19/2026	0.2	Received and reviewed email from Legal Connect re: confirmation of filing notice of change of address.
Jean Power	2/20/2026	1.0	Received and reviewed email and redline document re: informal discovery.
Anna Iwata	2/24/2026	0.1	saved conformed notice to dropbox, tagged email
Jean Power	3/4/2026	0.5	File and calendar review; Updated Open case list.
Anna Iwata	3/6/2026	0.1	calendared deadline for oc def disc
Jean Power	3/6/2026	0.4	Received, reviewed, and responded to email from OC re: informal discovery; Reviewed informal discovery agreement.
Anna Iwata	3/10/2026	0.1	updated client's address
Jean Power	3/10/2026	0.4	Call with client Cole.
Anna Iwata	3/19/2026	0.2	saved mediation confirmation and invoice and sent to accounting to be paid
Anna Iwata	3/20/2026	0.1	saved def's informal disc prod ahead of mediation
Anna Iwata	3/20/2026	0.8	updated dropbox folder and saved all conformed copies
Jean Power	3/20/2026	0.4	Received and reviewed email from OC re: informal discovery. Email to expert.
Katheryn Perez	4/1/2026	0.1	update calendar with rescheduled mediation date.
Katheryn Perez	4/2/2026	0.2	update costs.
Anna Iwata	4/3/2026	0.1	saved paid mediation invoice
Jean Power	4/6/2026	0.5	Mediation research file review; discussed with RS.
Jean Power	4/6/2026	0.4	Email to/from expert re: informal discovery
Anna Iwata	4/7/2026	0.2	saved mediation expert analysis
Jean Power	4/7/2026	1.0	Received and reviewed data analysis from expert; discussed with RS.
Jean Power	4/7/2026	2.0	Drafting mediation brief.
Jean Power	4/8/2026	1.0	Continue drafting mediation brief.
Anna Iwata	4/13/2026	0.2	responded to mediator office's email re mediation & provided participant contact info

Jean Power	4/13/2026	0.4	Received and reviewed email and proposed MOU from OC.
Jean Power	4/16/2026	2.0	Drafting mediation brief.
Jean Power	4/17/2026	2.0	Continued drafting mediation brief.
Anna Iwata	4/21/2026	1.4	compiled exhibits for mediation brief, sent for review, finalized mediation brief, sent to mediator, and added expert analysis and brief to calendar entry
Anna Iwata	4/21/2026	0.2	saved and signed confidentiality agreement for mediation and sent to mediator
Anna Iwata	4/21/2026	0.2	called clients to notify of mediation, scheduled pre-mediation calls with jean, and added to calendar
Jean Power	4/21/2026	5.0	Completed mediation brief; located exhibits; discussed with RS.
Jean Power	4/21/2026	1.0	Preparation for and calls with both Plaintiffs.
Roman Shkodnik	4/21/2026	2.0	review mediation brief
Anna Iwata	4/22/2026	0.1	saved zoom link to mediation calendar entry
Jean Power	4/22/2026	7.5	Prepared for and attended mediation; Calls to both plaintiffs; Drafted notes; updated file
Roman Shkodnik	4/22/2026	8.0	attend mediation
Jean Power	4/23/2026	0.2	Email to OC re: MOU additional revisions.
Jean Power	4/23/2026	0.5	Calendar and file review; updated open case list.
Jean Power	4/23/2026	0.5	Received and reviewed redlined MOU from OC; discussed with RS.
Jean Power	4/23/2026	0.2	Email to OC with MOU.
Jean Power	4/23/2026	2.0	Drafted MOU; discussed with RS.
Jean Power	4/23/2026	0.2	Email to OC re: MOU
Roman Shkodnik	4/23/2026	2.0	review mou
Jean Power	4/27/2026	2.5	Revised two individual settlement agreements (for both plaintiffs) Discussed with RS.
Jean Power	4/28/2026	0.2	Email to OC re: revised settlement agreement.
Jean Power	4/29/2026	0.5	File and calendar review; updated open case list.
Anna Iwata	5/5/2026	0.1	calendared attorney conference call and emailed info to OC
Jean Power	5/5/2026	0.2	Received, reviewed, and responded to email from OC re: settlement.
Anna Iwata	5/6/2026	0.1	saved paid invoice
Anna Iwata	5/7/2026	0.1	signed MOU, sent settlement agreement and MOU to client for signature, and texted client

Anna Iwata	5/7/2026	0.1	saved signed MOU & Settlement agreement for Plaintiff School
Anna Iwata	5/7/2026	0.1	sent signed settlement agreements and MOU to OC
Jean Power	5/7/2026	0.4	Messages to/from both Plaintiffs
Jean Power	5/7/2026	0.4	Received and reviewed email and revised settlement agreements from OC.
Anna Iwata	5/11/2026	0.1	created CMS folder
Jean Power	5/18/2026	1.0	Drafted CMS; discussed with Kat
Anna Iwata	5/21/2026	0.2	saved conformed cms
Anna Iwata	5/26/2026	0.5	checked docket for next hearing, saved amended minuter order, and updated calendar
Jean Power	5/26/2026	0.3	Memo to Settlements Team
Jean Power	6/3/2026	0.5	File and Calendar review; Updated open case list
Jonathan Morataya	6/16/2026	0.1	Reviewed case to identify pending tasks and potential work assignments. I communicated findings to Paralegal Manager for workload allocation and case support.
Arianna Razi	6/17/2026	3.2	Draft PAGA settlement agreement.
Arianna Razi	6/18/2026	2.6	Draft second amended complaint.
Arianna Razi	6/22/2026	1.1	Draft joint stipulation for leave to file SAC.
Jean Power	6/22/2026	1.0	Discussed case with Team and Settlement team; reviewed court docket; review case file; discussed with RS. Email to/from re: hearing.
Enoch Kim	6/25/2026	1.2	Review and revise settlement agreement and payment letter.
Arianna Razi	7/9/2026	1.1	Review Defendant's revisions to the PAGA settlement agreement, PAGA payment letter, second amended complaint, and joint stipulation to file second amended complaint. Make further revisions to all documents.
Enoch Kim	7/9/2026	0.1	Confer with AR re joint stip.
Arianna Razi	7/10/2026	0.3	Finalize joint stipulation for leave to file second amended complaint for filing.
Arianna Razi	7/14/2026	0.4	Further revise PAGA settlement agreement. Circulate revisions to PAGA settlement agreement and PAGA payment letter to defense counsel.
Enoch Kim	7/14/2026	0.6	Review revisions to settlement agreement and payment letter.

Arianna Razi	7/16/2026	0.2	Circulate finalized settlement agreement to opposing counsel.
Jonathan Morataya	7/16/2026	0.3	Contact plaintiff re: Settlement Agreement and W9, email them both to them, and update AR about this.
Jonathan Morataya	7/17/2026	0.1	Follow up call with Plainitff re: Settlement Agreement.
Arianna Razi	7/20/2026	0.2	Draft email to opposing counsel re: fully executed agreement.
Jonathan Morataya	7/20/2026	0.1	Message to AR re: Settlement Agreement and W9s.
Arianna Razi	7/28/2026	0.2	Review email from opposing counsel re: next steps. Draft email in response.
Arianna Razi	8/3/2026	1.6	Draft joint response to OSC and circulate to opposing counsel.
Jean Power	8/7/2026	0.5	File and calendar review; updated open case list.
Arianna Razi	8/20/2026	0.8	Attend OSC hearing remotely. Draft hearing memo for team.
Jean Power	9/1/2026	0.5	File and calendar review; updated open case list.
Arianna Razi	9/28/2026	0.9	Draft proposed order and judgment.
Arianna Razi	9/29/2026	0.4	Draft cover page for administrator's declaration and circulate to administrator.
Arianna Razi	9/29/2026	0.7	Begin drafting Enoch Kim's declaration in support of motion for PAGA approval.
Arianna Razi	9/30/2026	2.1	Continue drafting Enoch Kim's declaration in support of motion for PAGA approval.
Arianna Razi	10/1/2026	2.7	Draft notice of motion and memorandum of points and authorities.
Enoch Kim	10/6/2026	1.2	Review and revise PAGA approval motion documents.

EXHIBIT 7