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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

CATHERINE ZULU, RAMY EL
MALLAKH, and MIGUEL
INFANZON on behalf of the State of
California, as a private attorney
generals,

Plaintiffs,

vs.

FRONT PORCH COMMUNITIES
AND SERVICES, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **21CV386663**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: May 1, 2025

Hearing Time: 1:30 p.m.

Dept: 7

Judge: Hon. Charles F. Adams

Action Filed: September 14, 2021

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiffs Catherine Zulu, Ramy El Mallakh and Miguel Infanzon
4 (“Plaintiffs”). As such, I am fully familiar with the facts, pleadings and history of this matter. I am
5 submitting this declaration in support of the Plaintiffs’ Motion to Approve PAGA Settlement in this
6 matter. The following facts are within my own personal knowledge, and if called as a witness, I could
7 and would testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendant Front Porch Communities and Services (“Defendant”) is attached as
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. PAGA Counsel mailed the necessary correspondence to the LWDA on April 22, 2021,
12 on behalf of Plaintiff Catherine Zulu, requesting authorization from the LWDA to seek civil penalties
13 as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations
14 alleged in the PAGA Notice. The PAGA Notice sent to the LWDA and email confirmation of the
15 submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. The initial 65-day
16 notice period for the LWDA to notify of its intent to investigate expired on June 26, 2021. On
17 September 14, 2021, Plaintiff Catherine Zulu filed a Representative Action Complaint in this Court
18 against Defendant Front Porch Communities and Services alleging a single cause of action for
19 recovery of civil penalties for violation of the PAGA [Labor Code §§ 2698, *et seq.*]. On November
20 26, 2024, Plaintiffs filed a First Amended Complaint adding additional claims plead in the related
21 case, *Miguel Infanzon v. Front Porch Communities and Services*, initiated on February 29, 2024 and
22 pending in Superior Court of the State of California, County of Los Angeles and adding as named
23 plaintiffs Ramy El Mallakh, and Miguel Infanzon. The First Amended Complaint is the operative
24 complaint in the Action (the “Operative Complaint”). Plaintiffs and Defendant agreed to mediate with
25 Lynn Frank, Esq. Prior to the mediation, the Parties conducted significant investigation and informal
26 discovery of the facts and law. Defendant produced hundreds of documents relating to its policies,
27 practices, and procedures regarding paying non-exempt employees for all hours worked, overtime,
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1 meal and rest period policies, payroll and operations policies, and more. Plaintiffs were provided with
2 sufficient records and data to determine the number of Aggrieved Employees and the number of pay
3 periods in the PAGA Period. The Parties agree that the above-described investigation and evaluation,
4 as well as the information exchanged during the settlement negotiations, are more than sufficient to
5 assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

6 Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is liable for
7 off-the-clock COVID-19 screenings, failure to provide compliant meal/rest breaks related, failure to
8 reimburse business expenses and regular rate claims related to Defendant's failure to include shift
9 differentials to meal period premiums . For example, before clocking in, Plaintiffs and the Aggrieved
10 Employees were required to wait in line for a COVID 19 screening, one which included questions
11 about their current set of symptoms before being each employee was scanned and screened for a fever.
12 Plaintiffs were not allowed to clock in until this process was completed. Plaintiffs and the Aggrieved
13 Employees looked after human beings suffering from Alzheimer and dementia, which cannot not be
14 left unsupervised, and there was not enough personnel to relieve Plaintiffs from their duties. Plaintiffs
15 were in charge of various clients at the same time, so they often had to keep working through their
16 meal periods, or at the very least interrupt them. Due to the workload, rest periods were not logged
17 and never taken. Defendant further failed to pay Plaintiffs' meal period premiums at the correct regular
18 rate of pay. Finally, Defendant required Plaintiffs to use their personal cell phones to respond to work
19 related issues including but not limited to changes in work schedules. Defendant maintained that it
20 always complied with applicable wage and hour regulations. Specifically, Defendant argued that its
21 policies, documents, and expert analysis supported a conclusion that the calculation of the regular rate
22 and weighted averages accounted for all applicable remuneration consistent with applicable law. On
23 October 18, 2024, the Parties engaged in an all-day mediation session before Mediator Lynn Frank,
24 Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and
25 representative claims at issue in this action. Through arms-length negotiations with the assistance of
26 the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to
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1 the signing of a Memorandum of Understanding memorializing the settlement.¹ The settlement was
2 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation
3 – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of
4 proving Plaintiffs’ claims in a manageable trial, the merits of Defendant’s potential defenses, and the
5 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
6 arm’s length negotiations, with the assistance of Mediator Frank.

7 4. The claim before this Court is solely the representative claim under PAGA on
8 behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is
9 subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The
10 Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount” payment in
11 the amount of \$3,060,000.00. to resolve the Released PAGA Claims (hereinafter referred to as the
12 “PAGA Settlement”). From this PAGA Settlement of \$3,060,000.00, there is a deduction of attorneys’
13 fees (“PAGA Counsel Fees Payment”) in the amount of \$1,020,000 (which is one-third of the PAGA
14 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
15 amount not to exceed \$40,000.00, and the expense of settlement administration (“Administration
16 Expenses Payment”) not to exceed \$20,700.00. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
17 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less than
18 \$1,979,300.00. Of the PAGA Payment amount, seventy-five percent (75%) (no less than
19 \$1,484,475.00) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than
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21 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
22 Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements
23 (“Individual Settlements”) (Agreement at ¶ 2.3). The individual claims were not at issue in this action
24 and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins*
25 *Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an
26 Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA remedies”
27 nor resolve the PAGA claims.).

28 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
Payment less than the amounts requested, the Administrator will allocate the remainder of these
amounts to the PAGA Payment. (Agreement at ¶ 3.2.1). To the extent the Administration Expenses
are less, or the Court approves payment less than \$20,700.00, the Administrator will allocate the
remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 \$494,825.00) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3).³ The 25% payable to
2 the Aggrieved Employees results in an average recovery of \$85.55 per individual and \$2.18 per pay
3 period. The Individual PAGA Payment for each Aggrieved Employee shall be based on the number
4 of pay periods each Aggrieved Employee worked during the PAGA Period as a Aggrieved Employee,
5 as a percentage of the total pay periods worked by all Aggrieved Employees from April 22, 2020 to
6 December 9, 2024.⁴ The PAGA Period is the time period from April 22, 2020 to December 9, 2024.
7 (Agreement at ¶ 1.23). For mediation, Defendant represented that there are approximately 5,784
8 Aggrieved Employees who collectively worked approximately 226,882 PAGA Pay Periods during the
9 PAGA Period. (Agreement at ¶ 4.1). Effective on the date when Defendant fully funds the entire
10 Gross PAGA Settlement Amount, the Released Parties shall be entitled to a release from all members
11 of the Aggrieved Employees of the “Released PAGA Claims,” which means all claims for PAGA
12 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
13 Operative Complaint, and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred
14 during the PAGA Period (collectively the “Released PAGA Claims”). (Agreement at ¶5.1).

15 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
16 (\$1,020,000), and PAGA Counsel Litigation Expenses in an amount not to exceed \$40,000.00 will
17 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
18 2699(k)(1), as set forth in the Agreement.⁵ Lastly, payment to the Administrator in an amount not to
19 exceed \$18,850 to perform the administrative duties to distribute the settlement money shall also be
20 paid.

21 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
22 and therefore should be approved in light of Defendant’s potential defenses to the violations at issue,
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24 ³ “Aggrieved Employees” means all current and former non-exempt, hourly paid employees, who were
25 employed by Defendant in California during the PAGA Period. (Agreement at ¶¶ 1.4, 1.24).

26 ⁴ See Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA Payment by (a)
27 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by the total number
28 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.”)

1 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$3,060,000.00
2 is more than other PAGA settlements as it constitutes approximately \$13.48 per pay period. With the
3 assistance of an expert, With the assistance of an expert, Plaintiff calculated that the maximum amount
4 of statutory PAGA civil penalties was potentially \$22,688,200 based on 226,822 pay periods
5 applicable to the Aggrieved Employees during the PAGA Period.⁶ As a result, the Gross PAGA
6 Settlement Amount is equivalent to this potential maximum recovery. Importantly, however, these
7 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
8 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(2) permits
9 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
10 circumstances to do otherwise would result in an award that is “unjust, arbitrary and oppressive or
11 confiscatory.” In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
12 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
13 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff’s calculation
14 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
15 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$1,134,410, which is far
16 less than this settlement provides.

17 7. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation
18 for each period the employee worked in relation to meal or rest period violations, failure to pay
19 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
20 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
21 due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated,
22 and that they did not violate the Labor Code. Accordingly, Defendant dispute and deny Plaintiffs’
23 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
24 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as

25 ⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$22,688,200.00 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
2 the PAGA notification should be awarded because the violations were not intentional, and at least one
3 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
4 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
5 violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that
6 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable
7 that the action is settled in the manner and upon the terms and conditions set forth in the Agreement
8 in order to avoid further expense, inconvenience, and distraction of further legal proceedings, as well
9 as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to
10 rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
11 adequate. PAGA Counsel have significant experience litigating wage and hour claims including
12 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
13 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
14 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a
15 private mediator, Lynn Frank, Esq. As set forth in the accompanying proof of service, the LWDA has
16 been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
17 the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
18 situation where the Court needs to be concerned about the rights of absent employees as in a class
19 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
20 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
21 to look out for its own rights..

22 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the
23 amount of \$1,020,000 representing one-third of the \$3,060,000.00 Gross PAGA Settlement Amount.
24 PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiffs' position is that
25 the payment of attorneys' fees and costs in this settlement is a matter of contract for contingent
26 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the
27 requested fees and costs are reasonable. First, the requested fees are justified by the result achieved.

1 PAGA Counsel negotiated a recovery of \$3,060,000.00, and this result justifies the requested fees
2 equal to one third of this recovery. This percentage is within the standard contingent recovery
3 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in
4 *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69
5 Cal. App. 5th 521, 545 (2021) (recognizing that “fee awards in class actions average around one-third
6 of the recovery” regardless of “whether the percentage method or the lodestar method is used.”
7 (quoting *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008)). Second, the fee award is
8 justified by the work performed and contributions to the case. As detailed in the accompanying billing
9 statement, true and correct copies of which are attached hereto as Exhibits #2, the current lodestar for
10 my firm in this court matter as of April 7, 2025 is \$231,503.75 for more than 325.4 hours of work
11 prosecuting the claims being resolved by this Settlement. This time does not include time incurred
12 after the billing was finalized and the time spent managing the completion of the settlement, which I
13 estimate will add another \$20,000.00 in additional lodestar. Third, the consideration of the
14 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
15 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
16 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
17 award is less than the lodestar, there can be no question of the reasonableness of the award.

18 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
19 Counsel, which currently are \$31,515.51⁷ which is less than the \$40,000.00 allocation for costs in the
20 Agreement, so the difference of \$8,484.49 will be added to the PAGA Payment amount. The litigation
21 expenses incurred by my firm in the amount of \$28,933.75 were all reasonably necessary to the
22 litigation and are detailed in Exhibit #2 attached hereto.

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27 ⁷ The actual expenses are \$28,933.75 for BNBD and \$2,581.76 for Haines Law Group, APC
28 (Declaration of Paul Haines at ¶13).

1 Experience and Qualifications

2 10. I have represented hundreds of thousands of employees in hundreds of legal matters,
3 including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
4 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
5 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
6 LLP have been appointed lead counsel in hundreds of contested motions for class certification
7 including many consolidated wage and hour matters.

8 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
9 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
10 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
11 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
12 the Ninth Circuit of the importance of the substantive rights of the State of California under the
13 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
14 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
15 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
16 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
17 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
18 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
19 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
20 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
21 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
22 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

23 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
24 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
25 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
26 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
27 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
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1 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
2 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
3 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
4 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
5 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
6 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
7 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
8 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
9 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
10 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
11 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
12 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
13 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
14 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
15 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
16 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
17 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
18 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
19 of Los Angeles, Case No. 20STCV47464); (xiv) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
20 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (xv) and,
21 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical*
22 *Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and (xvi) Lancaster
23 Hospital in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles
24 Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating claims
25 for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the
26 PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has
27 previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

(d) Over the course of the litigation, a number of attorneys in my firm have worked

1 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
2 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
3 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
4 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
5 and class litigation experience, much of it in the area of consumer class actions, employment class
6 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
7 my firm have extensive experience in cases involving labor code violations and overtime claims. Class
8 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
9 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
10 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
11 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
12 Time Warner, and California State Automobile Association. It is this level of experience which
13 enabled the firm to undertake the instant matter and to successfully combat the resources of the
14 defendants and their capable and experienced counsel. On account of the concerted and dedicated
15 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
16 taking other cases, and in fact, had to turn away other potential fee generating cases.

17 (e) **Paralegals.** Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees for
18 the services performed by its paralegals, Adolfo Sanchez Contreras⁸ and Yesenia Silva. The
19 paralegals have satisfied the requirements of California Business & Professional Code section 6450 et
20 seq., including qualifications and continuing legal education. In the last two years, Sanchez Contreras
21 and Silva completed the requisite four hours of mandatory continuing legal education in legal ethics
22 and four hours of mandatory continuing legal education in either general or in an area of specialized
23 law in compliance with *Business & Professional Code* section 6450 et seq. The hourly rate of \$250
24 per hour charged for these paralegals at my firm are the reasonable and usual hourly rates charged by
25 these paralegals at my firm for services in California and are based upon the Laffey Matrix.

26 (i) Adolfo Sanchez Contreras ("Sanchez Contreras") has nine (9) years of

27 ⁸ Adolfo Sanchez Contreras was admitted to the California State Bar on January 26, 2024. Prior to his admission,
28 Adolfo Sanchez Contreras worked as a paralegal at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1 paralegal experience in the practice area of Civil Litigation and Wage and Hour Class Actions. In
2 2015, Sanchez Contreras earned a certificate of completion of the paralegal program at University of
3 San Diego, a paralegal program approved by the American Bar Association. Prior to his attorney
4 admission to the California State Bar on January 26, 2024, Sanchez Contreras worked as a paralegal
5 at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

6 (ii) Yesenia Silva (“Silva”) has four (4) years of paralegal experience in the
7 practice area of Civil Litigation and Wage and Hour Class Actions. Silva holds a baccalaureate degree
8 from the University of California, Santa Barbara. Silva has more than one year of law-related
9 experience under my supervision. I have been an active member of the State Bar of California since
10 January of 2000. I attest that Silva is qualified to perform paralegal tasks and services.

11 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
12 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
13 from \$250 to \$275.⁹ These are the reasonable and usual hourly rates charged by the attorneys at my
14 firm for wage and hour work in California. My firm's hourly rates are based upon the Laffey Matrix
15 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
16 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by
17 Court’s throughout California, including the Courts in the Superior Court of California. In fact, on
18 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally
19 appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District
20 of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
21 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
22 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
23 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775
24 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are
25 reasonable rates when compared within 21 other firms practicing in the Southern District of
26

27 ⁹ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
2 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted
3 above who is defense counsel in cases currently being prosecuted by Class Counsel. In another
4 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in
5 many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates
6 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
7 counsel in these types of cases, in years past historically charged between \$900 and \$750 for partners
8 and \$755 and \$335 for associates. Thus, the rates charged by my firm for comparable work are less
9 than these examples and are therefore undoubtedly reasonable.

10 13. Some of the class action awards obtained by Class Counsel in similar employment
11 actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-
12 third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour*
13 *Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class
14 Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity*
15 *Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner
16 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019,
17 in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
18 Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
19 December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case
20 No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage
21 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
22 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
23 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
24 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
25 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021,
26 in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue
27 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8,

2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-

1 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
2 *Healtcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
3 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*
4 *v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
5 William Claster approved a one-thrid fee award in a wage and hour class action. On October 16, 2023,
6 in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
7 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
8 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692),
9 Judge Maren Nelson awarded a one-their fee award in a wage and hour class settlement. On November
10 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-
11 02481), Judge Marie Weiner approved a one-thrid fee award in a wage and hour class settlement. A
12 fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have
13 been awarded in other similar cases.

14
15 14. LWDA - The PAGA Notice sent to the LWDA and email confirmation of the
16 submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. Included with the
17 PAGA Notice was a draft of the complaint providing further specificity as to the allegations. In
18 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
19 proof of service. The email receipt for the service of the Agreement on the LWDA is attached hereto
20 as Exhibit #6.

21
22 15. Settlement Administration – ILYM Group was selected as the Settlement
23 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
24 in the amount of \$18,850. The Declaration of Anthony Rogers from ILYM Group is submitted
25 herewith in support of this motion which includes their qualifications and the estimate for
26 administration. I have used ILYM Group successfully as the administrator in more than twenty prior
27 settlements in the last couple years and know them to be competent and experienced.

16. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator, nor any actual or potential conflicts of interest with PAGA Group members or the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of April, 2025, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Catherine Zulu, Ramy El Mallakh, Victor Lopez and Miguel Infanzon (“Plaintiffs”) and defendant Front Porch Communities and Services (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs PAGA lawsuit alleging wage and hour violations against Defendant captioned *Catherine Zulu v. Front Porch Communities and Services* (Case No. 21CV386663) initiated on September 14, 2021, pending in Superior Court of the State of California, County of Santa Clara, and to which the First Amended Complaint stipulated between the Parties is the operative complaint,
- 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 PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt, hourly paid employees, who were employed by Defendant in California 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, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.8. “Court” means the Superior Court of California, County of Santa Clara.
- 1.9. “Defendant” means named defendant Front Porch Communities and Services.
- 1.10. “Defense Counsel” means Lonnie Giamela and Vana Ebrahimi of the law firm of Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$3,060,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment 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 Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Operative Complaint” means the First Amended Complaint filed by Plaintiffs in this Action.

- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Paul K. Haines, Joel M. Gordon, and Sean M. Blakeley of the law firm Haines Law Group, the attorneys representing the Plaintiffs in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff Catherine Zulu’s April 22, 2021 and February 22, 2024 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) as well as the September 19, 2024 letter to Defendant and the LWDA, submitted by Plaintiffs Miguel Infanzon and Victor Lopez, providing notice pursuant to Labor Code section 2699.3, subd(a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from April 22, 2020, through December 9, 2024.
- 1.25. “Plaintiffs” means Catherine Zulu, Ramy El Mallakh, Victor Lopez and Miguel Infanzon, the named plaintiffs in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and

PAGA Counsel and as described in Paragraphs 5.1 and 5.2 below.

- 1.27. “Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, subsidiaries, affiliates, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On September 14, 2021, Plaintiff Catherine Zulu commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.2. On November 26, , 2024, Plaintiffs filed a First Amended Complaint adding additional claims plead in the related case *Miguel Infanzon v. Front Porch Communities and Services* initiated on February 29, 2024 and pending in Superior Court of the State of California, County of Los Angeles and adding as named plaintiffs Ramy El Mallakh, and Miguel Infanzon. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs’ individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiffs’ individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs’ Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs’ Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.5. On October 18, 2024, the Parties participated in an all-day mediation presided over by Lynn Frank, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$3,060,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$1,020,000 and PAGA Counsel Litigation Expenses Payment of not more than \$40,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs'

Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the PAGA Counsel Fees Payment shall be allocated as follows: 90% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 10% Haines Law Group. The PAGA Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by PAGA Counsel. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$20,700 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 \$20,700, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$1,979,300 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$1,484,475) allocated to the LWDA PAGA Payment and 25% (no less than \$494,825) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 5,784 Aggrieved Employees who worked a total of 226,882 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fifteen (15) days of court approval of the

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

- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later sixty (60) days after from Final Approval of Settlement the Action.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiffs’ Individual Settlement Payment which is subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, PAGA claims outside of the PAGA period, and all individual claims brought by Plaintiffs in arbitration before JAMS, Case No. 1240024788). This release includes release for claims under PAGA for alleged violations of California Labor Code sections, 201, 202, 203, 204, 210, 226 et. Seq., 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699, 2802, and 2804. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal.4th 969 (2009), because Plaintiffs’ action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiffs but also on government agencies and any other Aggrieved Employee not a party to the proceeding.

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the

Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 5,784 Aggrieved Employees who worked 226,882 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation

for Defendant) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for preliminary approval. In the event the number of PAGA Pay Periods during the PAGA Period increases by more than 10%, or 22,682.20 pay periods, the GSA shall be increased by the number of Pay Periods greater than 249,504.20 multiplied by the Pay Period Value (approximately \$13.40 a pay period). Alternatively, the Defendant, at its sole discretion can cap the settlement pay periods at 249,504.20 without any additional payments and may not extend the PAGA Period beyond the point at which 249,504.20 pay periods is reached.

- 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 pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability 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. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, 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 the mediator, Lynn Frank, Esq., for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither 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.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this

Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: Lonnie Giamela
lgiamela@fisherphillips.com
Vana Ebrahimi
vebrahimi@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street | Suite 1500
Los Angeles, CA 90071
Telephone: (213) 330-4454
Facsimile: (213) 330-4501

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the

execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiffs represent that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/31/2025

Catherine Zulu (Jan 31, 2025 10:38 PST)
Plaintiff Catherine Zulu

Dated: Jan 22, 2025

Miguel Infanzon (Jan 22, 2025 15:22 PST)
Plaintiff Miguel Infanzon

Dated: 01/24/2025

Ramy Elwan (Jan 24, 2025 14:26 PST)

Plaintiff Ramy El Mallakh

Dated: Jan 24, 2025



VICTOR MANUEL LOPEZ JUNIOR (Jan 24, 2025 07:12 PST)

Plaintiff Victor Lopez

Dated: _____

Rachel Vranich

For Defendant Front Porch Communities and Services

Dated: 2/11/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: January 24, 2025



Paul K. Haines

Haines Law Group
Attorney for Plaintiffs

Dated: _____

Lonnie Giamela
Vana Ebrahimi
Fisher & Phillips LLP
Attorneys for Defendant

Plaintiff Ramy El Mallakh

Dated: Jan 24, 2025



VICTOR MANUEL LOPEZ JUNIOR (Jan 24, 2025 07:12 PST)

Plaintiff Victor Lopez

Dated: 01/28/25



Rachel Vranich

For Defendant Front Porch Communities and Services

Dated: _____

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiffs

Dated: January 24, 2025



Paul K. Haines

Haines Law Group

Attorney for Plaintiffs

Dated: 3/17/25



Lonnie Giamela

Vana Ebrahimi

Fisher & Phillips LLP

Attorneys for Defendant

EXHIBIT 2

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

APRIL 7, 2025

CATHERINE ZULU

RE: FRONT PORCH (CARLSBAD)
FILE NUMBER: CA2371.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/01/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND STATUS OF CASE.	3.90	850	3,315.00
03/05/21	ND	REVIEW DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING WORKPLACE DISCRIMINATION AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING THE SAME. REVIEW PREVIOUS SETTLEMENTS. CONFERENCE WITH PLAINTIFF TO DISCUSS.	3.90	850	3,315.00
03/15/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STATEMENTS FOR OVERTIME AND 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. CONFERENCE WITH PLAINTIFF TO OBTAIN BACKGROUND FACTS FOR COMPLAINT. REVIEW PAGA AND CA. SEC. OF STATE WEBSITES.	4.50	850	3,825.00
03/18/21	ND	DRAFT COMPLAINT. DISCUSS WITH S. BLUMENTHAL.	4.40	850	3,740.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/19/21	SB	DRAFT COMPLAINT	2.80	450	1,260.00
03/20/21	ND	REVIEW AND REVISE COMPLAINT. DISCUSS PROCESS OF LAWSUIT AND POTENTIAL OUTCOMES WITH PLAINTIFF.	3.90	850	3,315.00
04/21/21	SB	PREPARE CASE NOTES	2.80	450	1,260.00
04/22/21	ND	REVIEW AND RESEARCH PAGA CLAIMS. ANALYZE PAY STUBS. DRAFT PAGA NOTICE. STATUS UPDATE TO PLAINTIFF.	2.10	850	1,785.00
04/23/21	ND	REVIEW CASE FILE AND COMPLAINT. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND CLAIMS.	1.90	850	1,615.00
05/15/21	ND	ANALYZE ARBITRATION AGREEMENT TERMS. LEGAL RESEARCH REGARDING ENFORCEABILITY AND PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY. REVIEW RECENT CORUT OPINIONS. DISCUSS FACTS SURROUNDING THE SIGNING OF ARBITRATION AGREEMENT WITH PLAINTIFF.	3.40	850	2,890.00
07/30/21	RE	REVIEW FILE; EMAIL TO ND RE PAGA ONLY ACTION VENUE	0.30	675	202.50
08/16/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
08/17/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
09/01/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	675	2,025.00
09/01/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
09/02/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE FOR NEXT DAY FILING	2.75	675	1,856.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/03/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION	0.50	675	337.50
09/03/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SAN DIEGO SUP. CT.	0.75	675	506.25
09/08/21	RE	COMM. W DEFENSE COUNSEL RE DEMAND FOR ARBITRATION/CLASS ACTION WAIVER; DRAFT REQUEST FOR DISMISSAL OF CLASS ACTION; DRAFT 3.770 DECLARATION RE DISMISSAL OF CLASS ACTION W/O PREJUDICE; FILE AND SERVE DEFENSE COUNSEL	1.75	675	1,181.25
09/13/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
09/13/21	RE	REVIEW FILE; RESEARCH RE COMPANY LOCATIONS RE VENUE ISSUES; EMAIL TO AJ RE VENUE	0.40	675	270.00
09/13/21	ND	REVIEW AND ANALYZE PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS.	2.20	850	1,870.00
09/14/21	RE	CONFER W AJ RE VENUE ISSUES RE PAGA ACTION	0.40	675	270.00
09/14/21	RE	PREPARE SUMMONS, CIVIL COVER SHEET & CIVIL LAWSUIT NOTICE FOR SAME DAY FILING OF PAGA ONLY ACTION IN SANTA CLARA SUP. CT.	0.50	675	337.50
09/14/21	RE	EDIT PAGA ONLY COMPLAINT DRAFT; REVIEW AND FINALIZE FOR SAME DAY FILING	0.50	675	337.50
09/14/21	RE	REVIEW & FINALIZE PAGA ONLY REPRESENTATIVE ACTION COMPLAINT PACKAGE; E-FILE IN SANTA CLARA SUP. CT.	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/14/21	RE	REVIEW COURT RETURNED DOCUMENTS/CONFORMED COPY OF COMPLAINT, CIVIL LAWSUIT NOTICE ETC; MEMO TO FIRM RE JUDICIAL ASSIGNMENT/DEPARTMENT & INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
09/14/21	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
09/16/21	RE	REVIEW ORDER RE COMPLEX DESIGNATION; ORDER THAT COMPLEX FEE BE PAID VIA KNOX	0.30	675	202.50
09/17/21	RE	REVIEW COURT ORDER; DRAFT NOTICE OF DEPOSIT OF COMPLEX FEE; FORWARD TO KNOX TO PAY COMPLEX FEE RE PAGA ACTION	0.50	675	337.50
11/01/21	RE	REVIEW FILE; EMAIL TO DEFENSE COUNSEL RE SERVICE OF PROCESS VIA NOTICE & ACKNOWLEDGMENT OF RECEIPT	0.30	675	202.50
11/01/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS	0.40	675	270.00
11/05/21	RE	FOLLOW UP W/ POTENTIAL DEFENSE COUNSEL RE SERVICE VIA NOTICE & ACKNOWLEDGMENT OF RECEIPT OF PAGA ONLY COMPLAINT	0.20	675	135.00
11/08/21	RE	FOLLOW UP W DEFENSE COUNSEL RE NOTICE & ACKNOWLEDGMENT OF RECEIPT; SERVE VIA PROCESS SERVER AFTER NO RESPONSE FROM D/C	0.50	675	337.50
11/29/21	RE	PREPARE POS-010 PROOF OF SERVICE FORM; ATTACH RECEIVED NOTICE & ACKNOWLEDGMENT OF RECEIPT; FILE; MEMO TO FIRM RE POST-SERVICE DISCOVERY COMMECEMENT	0.70	675	472.50
01/18/22	JH	DISCUSS MATTER WITH ND AND CL	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/27/22	CL	REVIEW AND ANALYZE ARBITRATION AGREEMENT FOR PAGA ACTION WAIVER.	0.30	750	225.00
02/03/22	AR	PREPARE FOR AND ATTEND INITIAL CMC; DRAFT SUMMARY.	1.40	550	770.00
02/07/22	CL	RECEIPT AND REVIEW NOTICE OF FURTHER CASE MANAGEMENT CONFERENCE.	0.20	750	150.00
02/09/22	CL	RECEIPT AND REVIEW LIFTING STAY ON DISCOVERY AND RESPONSIVE PLEADING.	0.20	750	150.00
03/07/22	AR	REVIEW FILE AND PLEADINGS FOR CLAIMS ANALYSIS IN ADVANCE OF DRAFTING DISCOVERY.	0.80	550	440.00
03/07/22	AR	BEGIN DRAFTING DISCOVERY REQUESTS AND NOTICE OF DEPOSITION.	1.70	550	935.00
03/07/22	AR	RECEIVE AND REVIEW MOTION TO STAY AND COMPEL ARBITRATION; MULTIPLE CORRESPONDENCE REGARDING THE SAME.	0.70	550	385.00
03/09/22	AR	...	0.40	550	220.00
05/03/22 10	VR	DRAFT OPP TO MOTION TO COMPEL ARBITRATION; LEGAL RESEARCH; ADVISE PM AND JH	6.00	750	4,500.00
05/04/22 14	VR	LEGAL RESEARCH RE ARBITRATION AND PAGA; PREPARE OPPOSITION TO MOTION TO COMPEL ARBITRATION	4.50	750	3,375.00
05/05/22 10	VR	DRAFT STIPULATION TO STAY CASE PENDING VRC; CORRESPONDENCE TO DEF	2.00	750	1,500.00
05/05/22 10	VR	DRAFT OPPOSITION TO MOTION TO COMPEL ARBITRATION; LEGAL RESEARCH RE ISKANIAN, EPIC SYSTEMS, AND WILLIAMS RE: ARBITRATION AND PAGA	5.00	750	3,750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/05/22 17	KN	REVIEW & REVISE OPPOSITION	1.25	950	1,187.50
05/06/22 10	VR	DRAFT DECLARATION IN SUPPORT OF OPPOSITION TO MOTION TO COMPEL ARBITRATION; REVIEW CITATIONS AND TABLES OF OPPOSITION; FINALIZE OPPOSITION	2.50	750	1,875.00

TOTAL BILLED HOURS

ANDREW RONAN	5.00 hr @ 550.00	\$ 2,750.00
CHRISTINE LEVU	0.70 hr @ 750.00	\$ 525.00
JEFF HERMAN	0.30 hr @ 750.00	\$ 225.00
KYLE NORDREHAUG	1.25 hr @ 950.00	\$ 1,187.50
NICK DEBLOUW	30.20 hr @ 850.00	\$ 25,670.00
RICO EHMANN	20.15 hr @ 675.00	\$ 13,601.25
SCOTT BLUMENTHAL	11.20 hr @ 450.00	\$ 5,040.00
VICTORIA RIVAPALACIO	20.00 hr @ 750.00	\$ 15,000.00

TOTAL PROFESSIONAL SERVICES

88.80

\$ 63,998.75

COSTS ADVANCED

04/22/21	PAGA FILING FEE	75.00
09/07/21	ONELEGAL/FILING FEE	1,489.69
09/09/21	ONELEGAL/FILING FEE	40.41
09/14/21	ONELEGAL/FILING FEE	466.16
09/15/21	ONELEGAL/FILING FEE	12.35
09/30/21	MESSENGER - KNOX	1,131.75
11/29/21	ONE LEGAL FEE/FILING FEE	18.24
11/30/21	ONE LEGAL FEE/FILING FEE	39.38
01/28/22	APPEARANCE FEE FOR CMC.	94.00
05/01/22	LEXIS NEXIS	<u>144.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 3,510.98</u>

TOTAL CURRENT CHARGES	<u>\$ 67,509.73</u>
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Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 04/07/2025
Due On: 05/07/2025

Catherine Zulu
3420 Medici Way, Apt #4
Oceanside, CA 92056

CA2371

Front Porch Communities and Services

Services

Attorney	Date	Notes	Quantity	Rate	Total
AR	08/03/2022	Review file and docket for status; draft joint case management statement.	1.30	\$550.00	\$715.00
AR	08/04/2022	Revise joint statement and send to opposing counsel for review and comment.	0.80	\$550.00	\$440.00
AR	08/05/2022	Multiple follow up correspondence regarding joint statement.	0.40	\$550.00	\$220.00
VR	08/11/2022	court attendance at CMC; prep; follow up	2.50	\$750.00	\$1,875.00
CL	08/12/2022	Receipt and review of Notice of Further Case Management Conference.	0.30	\$750.00	\$225.00
CL	08/22/2022	Email to M. Diton re: meet and confer re: scheduling order regarding motion to compel arbitration; review and analyze notes from case management conference.	0.50	\$750.00	\$375.00
CL	08/23/2022	Telephone call with M. Diton re: proposed scheduling order for motion to compel arbitration; Email to M. Diton re: same.	0.40	\$750.00	\$300.00
CL	08/24/2022	Email to M. Diton re: follow-up on stipulation re scheduling order for motion to compel arbitration.	0.20	\$750.00	\$150.00
CL	08/24/2022	Review and revise Stipulation re Briefing Schedule for Motion to Compel Arbitration	0.40	\$750.00	\$300.00

CL	08/24/2022	Email from J. Hernandez re: Stipulation and Proposed Order re: Briefing Schedule for Motion to Compel Arbitration.	0.10	\$750.00	\$75.00
CL	10/20/2022	Review and analyze Petition to Compel Arbitration.	0.80	\$750.00	\$600.00
CL	11/02/2022	Telephone call to D. Reiss re: stipulation to compel individual labor code claims and stay PAGA representative claims pending Adolph.	0.30	\$750.00	\$225.00
CL	11/02/2022	Telephone call to M. Ditton re: stipulation to compel individual labor code claims and stay PAGA representative claims pending Adolph.	0.20	\$750.00	\$150.00
CL	11/02/2022	Email to D. Reiss and M. Ditton re: stipulation to compel individual labor code claims and stay PAGA representative claims pending Adolph.	0.30	\$750.00	\$225.00
CL	11/02/2022	Review and analyze arbitration agreement in preparation for opposition to motion to compel arbitration; Discuss with Kyle re: same.	1.30	\$750.00	\$975.00
VR	11/02/2022	Receipt and Review of Correspondence: review correspondence between parties; review case law re Adolph and arbitration; advise CL	1.20	\$750.00	\$900.00
CL	11/03/2022	Draft Joint Stipulation to Stay Pending Adolph.	1.10	\$750.00	\$825.00
CL	11/03/2022	Telephone call from M. Ditton re: stipulation to arbitrate individual PAGA claims and stay representative claims pending Adolph.	0.30	\$750.00	\$225.00
CL	11/03/2022	Email to/from M. Ditton re: stipulation to arbitrate individual PAGA claims and stay representative claims pending Adolph; Revise stipulation.	0.90	\$750.00	\$675.00
CL	11/07/2022	Review and analyze Stipulation to Continue Arbitration hearing pending PAGA case compel to arbitration.	0.40	\$750.00	\$300.00
CL	11/07/2022	Email to M. Ditton re: Stipulation to Stay Pending Adolph and court rejection of stipulation due to no filing fee.	0.40	\$750.00	\$300.00
CL	11/08/2022	Email from M. Ditton re: Joint Stipulation and Proposed Order to Arbitrate and Stay Case; Review and analyze same.	0.30	\$750.00	\$225.00
CL	11/09/2022	Receipt and review Notice of Rescheduling CMC	0.20	\$750.00	\$150.00
RH	03/23/2023	Preparation of Case Management Statement, including comprehensive review of file; and preparation of correspondence to Defendant regarding the same.	1.30	\$675.00	\$877.50
CL	03/24/2023	Receipt and review Joint Case Management Statement.	0.20	\$750.00	\$150.00

RH	03/24/2023	Correspondence from Matthew Diton regarding further revision of joint case management statement and filing of the same.	0.10	\$675.00	\$67.50
RH	03/27/2023	Receipt and review of Notice of Rescheduled Case Management Conference, and determination as to further handling.	0.20	\$675.00	\$135.00
VR	03/28/2023	Review and Analyze: review court's orders and docket; review CMC statements; advise CL; review complaint	1.20	\$750.00	\$900.00
JH	06/29/2023	Review file and claims; advise NBB	0.50	\$750.00	\$375.00
TM	09/15/2023	Planned and prepared for upcoming client meeting re deposition prep.	0.60	\$450.00	\$270.00
TM	09/18/2023	Prepared for upcoming deposition prep call with client; Telephone call with client in preparation of Plaintiff's upcoming deposition; reviewed Expert's analysis of claims.	3.90	\$450.00	\$1,755.00
CL	12/27/2023	Receipt and review Order and notice of reassignment of case	0.20	\$750.00	\$150.00
CL	01/01/2024	Draft Joint CMS; Email to L. Giamela re: revisions to Joint CMS.	0.60	\$750.00	\$450.00
CL	01/01/2024	Draft Individual Settlement Agreement; Discuss with NBB, Kyle and Nick re waiver of arbitration costs and agreement related to fees.	2.70	\$750.00	\$2,025.00
ASC	01/08/2024	Review status of case in arb and state court; discuss amending complaint to add new rep or filing a new case	0.30	\$250.00	\$75.00
CL	01/16/2024	Receipt and review Notice of Reschedule CMC.	0.20	\$750.00	\$150.00
ASC	01/18/2024	Review court's docket to confirm CMC on calendar (Santa Clara); CMC continued, confirm new date on calendar, no CMS needed	0.20	\$250.00	\$50.00
ASC	01/30/2024	Draft Amended PAGA letter	0.50	\$250.00	\$125.00
ASC	01/30/2024	Draft FAC to add rep Mallakh	1.00	\$250.00	\$250.00
JH	01/30/2024	Discuss with SP re mediation call with defense counsel	0.40	\$750.00	\$300.00
CL	01/30/2024	Email to L. Giamela re: mediation with Tripper Ortman; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
CL	01/30/2024	Email from L. Giamela re: PAGA class and scheduling of mediation.	0.20	\$750.00	\$150.00
AR	02/16/2024	Review file and outline claims in advance of drafting mediation data request.	0.60	\$550.00	\$330.00

AR	02/16/2024	Update exhibit book; draft mediation data request; submit to AB for review.	1.80	\$550.00	\$990.00
AR	02/16/2024	Revise, finalize, and serve mediation data request.	0.30	\$550.00	\$165.00
YS	02/20/2024	Telephone call and text to client Ramy El Mallakh re dates of employment/job title for amended PAGA notice/FAC. Update draft of amended PAGA notice and FAC with employment dates.	0.30	\$250.00	\$75.00
ASC	02/20/2024	Revise draft stip to stay pending mediation; discuss amended PAGA notice and FAC with YS	0.70	\$250.00	\$175.00
CL	02/22/2024	Revise First Amended Complaint.	0.90	\$750.00	\$675.00
ASC	02/22/2024	add'l rep El Mallakh and stip to stay arb	0.20	\$250.00	\$50.00
ASC	02/22/2024	Revise stip to stay arb, email to OPC for review	0.40	\$250.00	\$100.00
ASC	02/23/2024	Draft Stip to stay arbitration pending mediation	0.50	\$250.00	\$125.00
ASC	02/23/2024	Draft amended PAGA notice	0.50	\$250.00	\$125.00
ASC	02/23/2024	Ask team A to file stip to stay pending arb to JAMS	0.20	\$250.00	\$50.00
ASC	03/05/2024	Confirm Stipulation to Stay Pending Mediation submitted to arbitrator for signature	0.30	\$250.00	\$75.00
CL	03/07/2024	Telephones call from/to L. Giamela re related case filing and mediation; Discuss with AJ and Nick re: top filing and arbitration agreement signed by Infanzon.	0.80	\$750.00	\$600.00
ASC	03/29/2024	Review procedural history of the case, review court's docket in Santa Clara Superior Court, draft Joint CMS	1.00	\$450.00	\$450.00
ASC	03/29/2024	Email to and from V. Ebrahimi re Joint CMS and authorization to file; file and serve CMS via One Legal	0.50	\$450.00	\$225.00
YS	03/29/2024	Review status of case, Confirm 4/4 CMC hearing still on calendar, circulate Teams link to appear remotely	0.30	\$250.00	\$75.00
ASC	04/02/2024	Prepare for appearance at CMC on 4/4	0.50	\$450.00	\$225.00
ASC	04/02/2024	Review correspondence from Court re CMC continued to 11/21/24	0.30	\$450.00	\$135.00
SP	05/28/2024	Communicated with client. Reviewed correspondence and sent correspondence to Team.	0.50	\$675.00	\$337.50
ASC	05/29/2024	Send email to C. Zulu re introduction and update on case	0.50	\$450.00	\$225.00

ASC	06/05/2024	Email C. Zulu re status of case in superior court, arb proceedings and upcoming mediation	0.50	\$450.00	\$225.00
VR	06/12/2024	Review and Analyze: review documents and discovery responses; review correspondence between parties; advise AJB and JH	2.40	\$750.00	\$1,800.00
NDB	06/22/2024	Review late payment of wage claims under section 204. Analyze sick pay and vacation pay claims under the PAGA. Legal research regarding the same. Status update to Plaintiffs.	2.90	\$850.00	\$2,465.00
ASC	08/23/2024	Email to L. Giamela and from re mediation data request	0.40	\$450.00	\$180.00
ASC	09/04/2024	Email to L. Giamela re status of mediation data production	0.30	\$450.00	\$135.00
ASC	09/06/2024	Email to L. Giamela re mediation data production delinquent	0.30	\$450.00	\$135.00
ASC	09/09/2024	Email to L. Giamela re Mediation Data Request overdue	0.30	\$450.00	\$135.00
YS	09/10/2024	Create Box folder, upload mediation data from Defs. Email to expert re new folder. Email to Court Docs to circulate data.	0.60	\$250.00	\$150.00
ASC	09/10/2024	Monitor production of mediation data, download and save in the file; discuss with YS	0.50	\$450.00	\$225.00
ASC	09/10/2024	Review DEF 000001 - 55	1.00	\$450.00	\$450.00
YS	09/11/2024	Update the internal class spreadsheet with AE info provided by OPC	0.10	\$250.00	\$25.00
NDB	09/17/2024	Review and analyze data produced for mediation purposes. Analyze Defendant's written wage and hour policy documents. Review pay stubs exemplars for regular rate and wage statement violations. Legal research regarding the same. Call with co-counsel regarding mediation and potential JPA. Prepare for mediation.	4.50	\$850.00	\$3,825.00
YS	09/18/2024	Organize pay and time records produced by Defs for mediation. Update and organize exhibit book.	0.50	\$250.00	\$125.00
YS	09/18/2024	Review documents produced by Defs for mediation. Add bates stamp. Update and organize exhibit book.	0.70	\$250.00	\$175.00
ASC	09/18/2024	Review email from C. Li re numeric codes for DEF 00038 - DEF 00042	0.50	\$450.00	\$225.00
ASC	09/18/2024	Review P's documents bates stamped for mediation and exhibit book; advise YS	0.50	\$450.00	\$225.00
ASC	09/18/2024	Email to L. Giamela re request for missing codes	0.30	\$450.00	\$135.00

		to interpret mediation data			
YS	09/19/2024	Review Plaintiff's Zulu documents. Organize and add bates stamps. Update exhibit book.	1.00	\$250.00	\$250.00
JH	09/20/2024	Corresp. w defense counsel re discovery	0.30	\$750.00	\$225.00
NDB	09/22/2024	Review and analyze case file. Discuss settlement authority with Plaintiffs. Obtain background facts from Plaintiffs for mediation brief. Legal research regrading rest break and overtime claims. Draft mediation brief insert. Review and analyze related complaints and overlap.	5.80	\$850.00	\$4,930.00
ASC	09/23/2024	Email L. Giamela re pay codes description	0.30	\$450.00	\$135.00
ASC	09/23/2024	Draft Mediation Brief	2.00	\$450.00	\$900.00
ASC	09/23/2024	Email re npay code descriptions	0.40	\$450.00	\$180.00
ASC	09/23/2024	Review 125 pages of Mallakh's personnel file	1.50	\$450.00	\$675.00
ASC	09/23/2024	Review 96 pages of Zulu's personnel file	1.00	\$450.00	\$450.00
AB	09/24/2024	Review/analyze exposure analysis from expert. Draft mediation brief.	6.00	\$895.00	\$5,370.00
AB	09/25/2024	Draft mediation brief.	5.00	\$895.00	\$4,475.00
ASC	09/25/2024	Call rep El Mallakh for case intake and mediation notes	1.00	\$450.00	\$450.00
ASC	09/25/2024	Call rep Zulu for case intake and mediation notes	1.00	\$450.00	\$450.00
ASC	09/25/2024	Update file with new information provided by clients for mediation	1.00	\$450.00	\$450.00
ASC	09/25/2024	Update Harassment sheet for mediation	0.50	\$450.00	\$225.00
ASC	09/25/2024	Draft Mediation brief	1.00	\$450.00	\$450.00
ASC	09/25/2024	Discuss mediation with AJ	0.50	\$450.00	\$225.00
ASC	09/25/2024	Review time and payroll records spreadsheets	2.00	\$450.00	\$900.00
ASC	09/25/2024	Review and summarize handbooks 19-22	1.50	\$450.00	\$675.00
AB	09/26/2024	Draft/file mediation brief.	6.00	\$895.00	\$5,370.00
ASC	09/26/2024	Review Zulu's time punches and email to expert for review; discuss brief with AJ	0.50	\$450.00	\$225.00
SB	09/26/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
ASC	09/29/2024	Review email from B. Berger re further analysis of Plaintiff's pay periods for mediation	0.40	\$450.00	\$180.00
NDB	10/03/2024	Review and research previous settlements with	2.60	\$850.00	\$2,210.00

		similar claims and pay periods for mediation valuation. Legal research regarding backpay and DFEH claims. Analyze Plaintiff's individual settlement damages and penalties.			
SB	10/04/2024	Calculate individual damages, add those to case notes, advise AJB	2.60	\$450.00	\$1,170.00
SB	10/07/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	10/07/2024	Review all mediation materials including briefs and exhibits thereto. Analyze expert penalty report and notes and assumptions. Status update to Plaintiffs regarding mediation.	2.10	\$850.00	\$1,785.00
AB	10/08/2024	Prep and appear for mediation.	12.00	\$895.00	\$10,740.00
NB	10/08/2024	Review docs, analyze settlement issues.	3.00	\$995.00	\$2,985.00
SB	10/08/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	10/09/2024	Discuss with AJB re outcome of mediation	0.50	\$750.00	\$375.00
TM	10/10/2024	Telephone call with client re case status.	0.20	\$450.00	\$90.00
NB	10/10/2024	Review med proposal, analyze re approval issues.	2.75	\$995.00	\$2,736.25
SP	10/10/2024	Reveiwed correspondence from Client. Responded and discussed MOU with client.	0.80	\$675.00	\$540.00
NDB	10/10/2024	Review mediation notes and results. Review and analyze MOU terms. Send MOU to two Plaintiffs. Calls and emails to discuss settlement amounts and explain terms.	1.30	\$850.00	\$1,105.00
VR	10/14/2024	Review and Analyze: review mediator's proposal and mediation brief; review correspondence between parties; advise NBB	2.30	\$750.00	\$1,725.00
NB	10/14/2024	Analyze settlement, outline prelim.	2.50	\$995.00	\$2,487.50
AB	10/15/2024	Exchange corr / texts --- w/ counsel/mediator re MOU/signatures --- draft Kullar sections for approval	2.00	\$895.00	\$1,790.00
JH	10/16/2024	Review full executed MOU; discuss with ND re longform	0.30	\$750.00	\$225.00
SP	10/25/2024	Reviewed pleadings, MOU and correspondence and discussed with Client.	0.50	\$675.00	\$337.50
CL	10/31/2024	Review mediator's proposal and JPA to determine fee split in preparation for settlement agreement; Review and analyze related cases to determine venue for final approval; Discuss and advise Kyle re: same.	0.90	\$750.00	\$675.00

YS	10/31/2024	Review court website re hearing date reservation. Email to complex clerk with request for date for MPA	0.20	\$250.00	\$50.00
CL	10/31/2024	Email to L. Giamela requesting aggrieved employee information for purposes of obtaining an administration estimate.	0.30	\$750.00	\$225.00
CL	10/31/2024	Email to P. Haines requesting Haines' expenses and re: individual and long form settlement agreement.	0.30	\$750.00	\$225.00
CL	10/31/2024	Email from L. Giamela regarding information client status related to the total number of aggrieved employee.	0.20	\$750.00	\$150.00
CL	10/31/2024	Draft Long Form Settlement Agreement; Review and analyze Memorandum of Understanding.	3.60	\$750.00	\$2,700.00
KN	10/31/2024	Work on settlement issues; review draft agreement; advise CL	1.00	\$950.00	\$950.00
CL	11/01/2024	Email to/from L. Giamela re meet and confer re: PAGA approval hearing date.	0.30	\$750.00	\$225.00
YS	11/01/2024	Email correspondence to complex clerk reserving 5/1 for MPA hearing	0.20	\$250.00	\$50.00
CL	11/01/2024	Revise Long Form Settlement Agreement; Review and analyze Memorandum of Understanding.	1.30	\$750.00	\$975.00
CL	11/04/2024	Draft and revise Individual Settlement Agreement.	1.60	\$750.00	\$1,200.00
CL	11/04/2024	Email to P. Haines re: Infanzon Complaint, Individual Settlement Agreement and PAGA Settlement Agreement.	0.40	\$750.00	\$300.00
YS	11/04/2024	Finalize Joint CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	11/11/2024	Review draft of FAC and finalize formatting.	0.40	\$250.00	\$100.00
CL	11/12/2024	Draft First Amended Complaint.	1.20	\$750.00	\$900.00
CL	11/12/2024	Revise First Amended Complaint; Email to S. Blakely re: First Amended Complaint.	0.30	\$750.00	\$225.00
CL	11/12/2024	Email to P. Haines following up on FAC and settlement agreements.	0.30	\$750.00	\$225.00
CL	11/12/2024	Email from/to V. Ebrahimi re: PAGA settlement agreement and individual agreement; review and analyze same.	0.30	\$750.00	\$225.00
KN	11/12/2024	Review emails and attached documents; analyze issues and advise CL	0.60	\$950.00	\$570.00

CL	11/12/2024	Email to T. Rogers re: request for administration estimate for IYLM.	0.30	\$750.00	\$225.00
CL	11/12/2024	Email to S. Hartranft re: request for administration estimate for Apex.	0.30	\$750.00	\$225.00
CL	11/12/2024	Revise PAGA Settlement Agreement and Individual Settlement Agreement.	0.90	\$750.00	\$675.00
CL	11/12/2024	Email from S. Hartranft re: estimate of administration; review and analyze Apex estimate re PAGA administration.	0.30	\$750.00	\$225.00
CL	11/12/2024	Revise PAGA settlement agreement and individual agreement to include administration bid and PAGA breakdown; Revise Individual PAGA settlement agreement.	1.40	\$750.00	\$1,050.00
NB	11/12/2024	Review settlement agreement, analyze re approval issues. Advise KN.	3.50	\$995.00	\$3,482.50
CL	11/13/2024	Email to P. Haines following up on FAC and settlement agreements.	0.10	\$750.00	\$75.00
CL	11/13/2024	Email from/to S. Blakely re: PAGA Settlement Agreements and FAC approval for circulation to defense counsel.	0.30	\$750.00	\$225.00
CL	11/13/2024	Email to L. Giamela re PAGA Settlement Agreement and FAC for review and revision.	0.30	\$750.00	\$225.00
CL	11/13/2024	Email from L. Giamela re: PAGA settlement agreement.	0.30	\$750.00	\$225.00
YS	11/14/2024	Review court docket and case file. Prepare stip/ order for stip for leave to file FAC.	0.80	\$250.00	\$200.00
NB	11/14/2024	Review agreements and motion, analyze for final.	2.75	\$995.00	\$2,736.25
YS	11/15/2024	Review status of case, Confirm 11/21 CMC hearing on calendar, confirm the joint CMS was filed, download filed-stamp copy, update file. Confirm info to appear via zoom	0.30	\$250.00	\$75.00
CL	11/18/2024	Revise Stipulation for Leave to File First Amended Complaint.	0.40	\$750.00	\$300.00
CL	11/18/2024	Email to L. Giamela re: Stipulation for Leave to File First Amended Complaint; PAGA settlement agreement and FAC.	0.20	\$750.00	\$150.00
YS	11/18/2024	Finalize parties' joint stip for leave to file FAC for service. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	11/19/2024	Review email from court re notice of continued CMC, download notice, update file, email to Court Docs for circulation/calendaring, Review Onelegal	0.30	\$250.00	\$75.00

		email re filed-stamp stip, download, update file.			
CL	11/20/2024	Receipt and review Judicial Disclosure re: Charles Adams.	0.30	\$750.00	\$225.00
CL	11/21/2024	Email from L. Giamela re: PAGA settlement agreement and revisions; Receipt and review revisions to PAGA settlement agreement	0.30	\$750.00	\$225.00
CL	11/25/2024	Email to S. Blakely re: PAGA Settlement Agreements and following up on Individual Settlement Agreement.	0.30	\$750.00	\$225.00
CL	11/26/2024	Review and revise PAGA Settlement Agreement; Discuss with Kyle re: released claims.	1.80	\$750.00	\$1,350.00
CL	11/26/2024	Receipt and review Order re leave to file FAC.	0.30	\$750.00	\$225.00
CL	11/26/2024	Receipt and review Order continuing CMC.	0.20	\$750.00	\$150.00
CL	11/26/2024	Email to L. Giamela re: Order re leave to file FAC and adding of V. Lopez to settlement agreement or FAC.	0.30	\$750.00	\$225.00
CL	11/26/2024	Email to L. Giamela re: revisions to PAGA settlement agreement	0.30	\$750.00	\$225.00
CL	11/26/2024	Email from L. Giamela re: meet and confer re revisions related to V. Lopez's individual settlement agreement and FAC.	0.30	\$750.00	\$225.00
CL	11/26/2024	Email S. Blakely re: Infanzon and Lopez's individual settlement agreements.	0.20	\$750.00	\$150.00
YS	11/26/2024	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	11/26/2024	Revise Zulu Individual Settlement Agreement.	0.80	\$750.00	\$600.00
CL	11/26/2024	Revise Individual Settlement Agreement Mallakh.	0.90	\$750.00	\$675.00
CL	11/26/2024	Revise Individual Settlement Agreement Infanzon	0.50	\$750.00	\$375.00
CL	11/26/2024	Revise Individual Settlement Agreement Lopez	0.30	\$750.00	\$225.00
CL	11/26/2024	Revise PAGA Settlement Agreement related to released claims; review and analyze LWDA notices for Infanzon and Zulu in preparation for same; Discuss with Kyle re: same.	1.40	\$750.00	\$1,050.00
CL	11/26/2024	Email to/from L. Giamela re: revisions to PAGA Settlement Agreement related to released claims.	0.30	\$750.00	\$225.00
YS	11/26/2024	Review corr. from Onelegal re filed-stamped FAC. Download FAC, update file. Upload to LWDA. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00

NB	11/27/2024	Review final agreement, analyze final for filing.	3.00	\$995.00	\$2,985.00
CL	12/02/2024	Email to/from L. Giamela re: revisions to PAGA Settlement Agreement related to released claims.	0.30	\$750.00	\$225.00
CL	12/13/2024	Email from V. Ebrahimi re settlement agreements.	0.20	\$750.00	\$150.00
CL	12/16/2024	Email to V. Ebrahimi re signed settlement agreements.	0.20	\$750.00	\$150.00
CL	12/23/2024	Email to V. Ebrahimi re settlement agreements.	0.20	\$750.00	\$150.00
CL	12/26/2024	Email to V. Ebrahimi re settlement agreements and request call to discuss.	0.20	\$750.00	\$150.00
CL	12/26/2024	Email from L. Giamela re settlement agreements and request call to discuss.	0.20	\$750.00	\$150.00
CL	12/30/2024	Receipt and review Individual Settlement Agreement for Zulu	0.40	\$750.00	\$300.00
CL	12/30/2024	Receipt and review Individual Settlement Agreement for Mallakh	0.40	\$750.00	\$300.00
CL	12/30/2024	Receipt and review Individual Settlement Agreement for Lopez	0.40	\$750.00	\$300.00
CL	12/30/2024	Email from L. Giamela re: PAGA settlement agreement and meet and confer re: release language; Discuss with Kyle re: same.	0.60	\$750.00	\$450.00
CL	12/30/2024	Revise Individual Settlement Agreement for Zulu; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
CL	12/30/2024	Revise Individual Settlement Agreement for Infanzon; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
CL	12/30/2024	Revise Individual Settlement Agreement for Lopez; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
CL	12/30/2024	Revise Individual Settlement Agreement for Mallakh; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
CL	12/30/2024	Email to L. Giamela and P. Haines re: revisions to Individual Settlement Agreements.	0.20	\$750.00	\$150.00
CL	01/01/2025	Email from L. Giamela re: PAGA settlement agreement and individual settlement agreements.	0.20	\$750.00	\$150.00
KN	01/06/2025	Review emails and status of settlement; discuss next steps with NBB and CL; prepare approval chart	1.00	\$950.00	\$950.00
CL	01/06/2025	Email to Norm and Kyle re: status of settlement agreements and motion for PAGA Approvals.	0.40	\$750.00	\$300.00
CL	01/06/2025	Email from/to L. Giamela re: individual settlement agreements.	0.30	\$750.00	\$225.00

CL	01/06/2025	Email from/to L. Giamela re: LC 226.7 and revisions to PAGA settlement agreement; Discuss with Kyle and Norm re remaining revisions.	0.40	\$750.00	\$300.00
CL	01/08/2025	Revise Individual Settlement Agreement for Infanzon; Email to S. Blakely re: revisions of tax allocations.	0.40	\$750.00	\$300.00
CL	01/08/2025	Revise Individual Settlement Agreement for Lopez; Email to S. Blakely re: revisions of tax allocations.	0.40	\$750.00	\$300.00
CL	01/08/2025	Revise Individual Settlement Agreement for Mallakh.	0.40	\$750.00	\$300.00
CL	01/08/2025	Revise Individual Settlement Agreement for Zulu.	0.30	\$750.00	\$225.00
CL	01/09/2025	Email from S. Blakely re: revisions to Lopez and Infanzon's Individual Settlement Agreements.	0.30	\$750.00	\$225.00
CL	01/09/2025	Revise Infanzon's Individual Settlement Agreements.	0.30	\$750.00	\$225.00
CL	01/09/2025	Revise Lopez's Individual Settlement Agreements.	0.30	\$750.00	\$225.00
CL	01/09/2025	Revise Mallakh's Individual Settlement Agreements.	0.30	\$750.00	\$225.00
CL	01/09/2025	Revise Zulu's Individual Settlement Agreements.	0.40	\$750.00	\$300.00
SP	01/15/2025	Reviewed settlement documents, calendar and case docket. Discussed next steps with Client.	0.30	\$675.00	\$202.50
CL	01/17/2025	Email to L. Giamela re follow-up on settlement agreements and individual settlement agreements.	0.30	\$750.00	\$225.00
CL	01/17/2025	Email from/to L. Giamela re: revisions to PAGA settlement agreement and individual settlement agreements; Receipt and review same.	0.60	\$750.00	\$450.00
CL	01/17/2025	Revise Individual Settlement Agreement for Mallakh.	0.40	\$750.00	\$300.00
CL	01/17/2025	Revise Individual Settlement Agreement for Zulu.	0.30	\$750.00	\$225.00
CL	01/17/2025	Revise Infanzon's Individual Settlement Agreements.	0.30	\$750.00	\$225.00
CL	01/17/2025	Revise Lopez's Individual Settlement Agreements.	0.30	\$750.00	\$225.00
CL	01/19/2025	Email from/to V. Ebrahimi re: circulating PAGA settlement Agreement and Individual Settlement Agreements for signature; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00

CL	01/24/2025	Email form S. Blakely re: signed PAGA settlement agreement and signed individual agreements of Lopez and Infanzon.	0.30	\$750.00	\$225.00
CL	01/24/2025	Email from/to R. ElMallakh re: questions related to settlement.	0.20	\$750.00	\$150.00
CL	01/24/2025	Telephone call to R. ElMallakh re: status of settlement and explanation of agreements and timeline for payment.	0.30	\$750.00	\$225.00
NDB	01/24/2025	Review and analyze PAGA settlement agreement for conformity with MOU terms. Send PAGA settlement agreement to two Plaintiffs for signatures. Respond to numerous emails regarding settlement terms. Calls with Plaintiffs to obtain signatures.	1.20	\$850.00	\$1,020.00
CL	01/29/2025	Draft Joint CMS; review and analyze docket re: hearings and status of reservation.	0.50	\$750.00	\$375.00
CL	01/29/2025	Email from/to V. Ebrahimi re: Joint CMS; Finalize Joint CMS.	0.40	\$750.00	\$300.00
ASC	01/30/2025	Call C. Zulu re MOU and mediation	1.00	\$450.00	\$450.00
ASC	01/31/2025	Follow up with Plaintiff C. Zulu re signature of settlement agreement	0.50	\$450.00	\$225.00
YS	02/03/2025	Finalize joint CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
VR	02/03/2025	Review and Analyze: review status of settlement; review settlement agreement; review correspondence between parties advise NBB	0.90	\$750.00	\$675.00
CL	02/05/2025	Email from V. Ebrahimi re: settlement agreements.	0.20	\$750.00	\$150.00
NDB	02/06/2025	Review and analyze individual settlement agreements. Send for signature. Call to discuss terms and process of settlement approval.	0.70	\$850.00	\$595.00
KN	02/11/2025	review status and emails; analysis of issues; execute Agreement; advise staff as to next steps	0.50	\$950.00	\$475.00
CL	02/11/2025	Receipt and review Notice of CMC.	0.20	\$750.00	\$150.00
VR	02/11/2025	Review and Analyze: review settlement agreements and JPA; review correspondence between parties; review terms and complaints; advise NBB	3.10	\$750.00	\$2,325.00
ASC	02/11/2025	Receive and fwd settlement executed by C. Zulu	0.30	\$450.00	\$135.00
CL	02/12/2025	Receipt and review email from S. Blakely re: W9 for Infanzon, Lopez and Haines Law Group;	0.30	\$750.00	\$225.00

Receipt and review same.					
CL	02/12/2025	Emails to V. Ebrahimi re: email regarding all settlement agreements and attaching all W9 forms for PAGA Counsel and Plaintiffs.	0.40	\$750.00	\$300.00
CL	02/12/2025	Email from V. Ebrahimi re: Defendant's executed PAGA settlement agreement and Plaintiffs' Individual Agreements; Receipt and review same.	0.40	\$750.00	\$300.00
CL	02/12/2025	Email to S. Blakely re: fee provisions of Lopez's Individual Settlement Agreement; Discuss with Kyle and Norm re: same.	0.40	\$750.00	\$300.00
KN	02/12/2025	Review memo from CL; analysis of issues; advise CL; execute agreements	0.50	\$950.00	\$475.00
ASC	02/13/2025	Prepare to attend CMC, review court's docket; CMC continued to 5/1/25	0.50	\$450.00	\$225.00
CL	03/04/2025	Draft Memorandum of Points and Authorities Motion for PAGA Approval.	1.70	\$750.00	\$1,275.00
CL	03/05/2025	Email to A. Rogers re: Administrator Declaration; draft pleading form.	0.60	\$750.00	\$450.00
CL	03/05/2025	Email from Kelsey re: Declaration of A. Rogers re: PAGA Approval; Receipt and review Declaration of A. Rogers.	0.60	\$750.00	\$450.00
CL	03/06/2025	Draft Notice of Motion for PAGA Approval.	0.70	\$750.00	\$525.00
CL	03/06/2025	Draft Proposed Order and Judgment granting Motion for PAGA Approval.	1.60	\$750.00	\$1,200.00
CL	03/06/2025	Continue drafting Memorandum of Points and Authorities Motion for PAGA Approval.	3.80	\$750.00	\$2,850.00
CL	03/06/2025	Draft Notice of Association of Counsel.	0.80	\$750.00	\$600.00
CL	03/06/2025	Email to P. Haines re: Notice of Association of Counsel; Discuss with Norm and Kyle re: pleadings.	0.60	\$750.00	\$450.00
CL	03/06/2025	Email to P. Haines re: requesting declaration in support of Motion for PAGA Approval.	0.30	\$750.00	\$225.00
CL	03/06/2025	Email from S. Blakely re: Notice of Association of Counsel; Revise Notice of Association of Counsel.	0.40	\$750.00	\$300.00
CL	03/06/2025	Email from S. Blakely re: declaration in support of lodestar	0.20	\$750.00	\$150.00
JH	03/06/2025	Review file; f/u corresp with defense counsel re mediation and meet and confer for CMC; discuss with AJB	0.50	\$750.00	\$375.00

YS	03/06/2025	Finalize notice of Association of Counsel for service. Prepare POS. File via Onelegal. Email to OPC/Co-P re notice. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	03/06/2025	Review emails; review status; respond to issues	0.50	\$950.00	\$475.00
YS	03/13/2025	Review Onelegal's rejection notice re notice of association. Refile via Onelegal, per court's instructions.	0.40	\$250.00	\$100.00
CL	03/17/2025	Email to V. Ebrahimi re: missing defense counsel signature on PAGA Settlement Agreement.	0.30	\$750.00	\$225.00
CL	03/17/2025	Telephone call from R. El Mallakh re: disbursement of funds and status of settlement.	0.30	\$750.00	\$225.00
CL	03/17/2025	Email to R. El Mallakh re: disbursement of funds and status of settlement.	0.30	\$750.00	\$225.00
CL	03/18/2025	Email from R. Mallakh re status of settlement and disbursement.	0.30	\$750.00	\$225.00
CL	03/20/2025	Email to S. Blakely re: declaration in support of lodestar; Discuss with Norm re Notice of Association of Counsel and status of declaration.	0.30	\$750.00	\$225.00
CL	03/20/2025	Email to S. Blakely re: drafts of Motion for PAGA Approval.	0.30	\$750.00	\$225.00
KN	03/28/2025	Review and revise motion for PAGA approval; revise proposed order; analysis of settlement issues and approval issues; update approval outline; prepare redlines and advise CL; email to Defendant	3.50	\$950.00	\$3,325.00
YS	04/01/2025	Populate table of contents and authorities	1.00	\$250.00	\$250.00
CL	04/07/2025	Receipt and review T. Rogers Declaration in support of Motion for PAGA Approval; Email from K. Stern re: same.	0.60	\$750.00	\$450.00
CL	04/07/2025	Receipt and review PAGA Notice and Amended PAGA Notice and confirmation in preparation for Nordrehaug Declaration in support of Motion for PAGA Approval; Email from K. Stern re: same.	0.60	\$750.00	\$450.00
CL	04/07/2025	Finalize Motion for PAGA Approval; Discuss with Kyle re: same.	2.40	\$750.00	\$1,800.00
YS	04/07/2025	Finalize Motion for PAGA Approval for service. Prepare POS. File via Onelegal. Email to OPC re motion. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
KN	04/07/2025	Review billing statement for accuracy; instruct staff on corrections to make.	0.30	\$950.00	\$285.00
KN	04/07/2025	Review and revise draft declaration ISO motion	1.00	\$950.00	\$950.00

KN	04/07/2025	Review final motion; advise staff regarding final revisions and the exhibits	1.00	\$950.00	\$950.00
				Quantity Subtotal	236.6
				Services Subtotal	\$167,505.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/06/2022	One Legal filing	1.00	\$41.49	\$41.49
Expense	08/05/2022	OneLegal filing fee.	1.00	\$21.85	\$21.85
Expense	08/05/2022	court appearance via CourtCall	1.00	\$94.00	\$94.00
Expense	11/04/2022	One Legal Filing - Stipulation and Order.	1.00	\$12.87	\$12.87
Expense	11/04/2022	[PAGA] One Legal Filing - Stipulation and Order.	1.00	\$12.87	\$12.87
Expense	03/01/2023	Lexis Nexis	1.00	\$637.00	\$637.00
Expense	10/11/2023	Berger Consulting Fee	1.00	\$1,440.00	\$1,440.00
Expense	03/29/2024	One Legal - Joint CMS	1.00	\$21.28	\$21.28
Expense	04/01/2024	LexisNexis	1.00	\$14.00	\$14.00
Expense	08/31/2024	Mediation Fees - Frank and Feder	1.00	\$11,000.00	\$11,000.00
Expense	09/30/2024	LexisNexis	1.00	\$141.00	\$141.00
Expense	10/09/2024	Berger Consulting Group Fee.	1.00	\$11,880.00	\$11,880.00
Expense	11/04/2024	Onelegal filing fee	1.00	\$21.42	\$21.42
Expense	02/03/2025	Onelegal filing fee	1.00	\$24.99	\$24.99
Expense	04/04/2025	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$25,422.77

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	31.0	\$895.00	\$27,745.00
Norm Blumenthal	17.5	\$995.00	\$17,412.50
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	21.1	\$850.00	\$17,935.00
Jeffrey Herman	2.5	\$750.00	\$1,875.00
Randy Hy	1.6	\$675.00	\$1,080.00

Christine LeVu	71.1	\$750.00	\$53,325.00
Trevor Moran	4.7	\$450.00	\$2,115.00
Kyle Nordrehaug	9.9	\$950.00	\$9,405.00
Sergio Puche	2.1	\$675.00	\$1,417.50
Victoria Rivapalacio	13.6	\$750.00	\$10,200.00
Andrew Ronan	5.2	\$550.00	\$2,860.00
Adolfo Sanchez Contreras	24.3	\$450.00	\$10,935.00
Adolfo Sanchez Contreras	4.8	\$250.00	\$1,200.00
Yesenia Silva	11.2	\$250.00	\$2,800.00
Quantity Total			236.6
Subtotal			\$192,927.77
Total			\$192,927.77

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	05/07/2025	\$192,927.77	\$0.00	\$192,927.77
Outstanding Balance				\$192,927.77
Total Amount Outstanding				\$192,927.77

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

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Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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
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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)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " 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 5

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, April 22, 2021 10:21 AM
To: deblouw@bamlawca.com
Subject: Thank you for submission of your PAGA Case.

4/22/2021

LWDA Case No. LWDA-CM-829977-21

Law Firm : Blumenthal Nordrehaug Bhowmik De Blouw LLP Plaintiff Name : Catherine Zulu

Employer: Front Porch Communities and Services Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency.

Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

April 22, 2021

CA2371

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Front Porch Communities and Services
Certified Mail #70200640000213197769
Joseph Butler
800 North Brand Blvd. 19th Floor
Glendale, CA 91203-1231

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Front Porch Communities and Services in California and classified as non-exempt employees during the time period of April 22, 2020 until a date as determined by the Court. Our offices represent Plaintiff Catherine Zulu and other Aggrieved Employees in a lawsuit against Jefferson Healthcare, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a certified nursing assistant from September of 2019 to December of 2020 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed

to timely provide Plaintiff and other Aggrieved Employees with their wages. Additionally, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CATHERINE ZULU, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

FRONT PORCH COMMUNITIES AND
SERVICES, a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
9. DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;
10. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND/OR RETALIATION IN VIOLATION OF FEHA); and,
11. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

DEMAND FOR A JURY TRIAL

1 Plaintiff Catherine Zulu (“PLAINTIFF”), an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant Front Porch Communities and Services (“DEFENDANT”) is a
7 California Corporation that at all relevant times mentioned herein conducted and continues to
8 conduct substantial business in the state of California.

9 2. DEFENDANT offers nursing, continuing care retirement communities, and
10 residential care facilities to older adults.

11 3. PLAINTIFF was employed by DEFENDANT in California from September of
12 2019 until December of 2020 and was at all times classified by DEFENDANT as a non-exempt
13 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
14 payment of minimum and overtime wages due for all time worked.

15 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
16 defined as all individuals who are or previously were employed by DEFENDANT in California
17 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
18 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
19 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
20 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
21 (\$5,000,000.00).

22 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
23 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
24 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice which
25 failed to lawfully compensate these employees. DEFENDANT’s policy and practice alleged
26 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
27 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
28 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction

1 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
2 the other members of the CALIFORNIA CLASS who have been economically injured by
3 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
4 equitable relief.

5 6. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
7 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
8 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
9 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
10 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
11 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
12 responsible in some manner for one or more of the events and happenings that proximately
13 caused the injuries and damages hereinafter alleged.

14 7. The agents, servants and/or employees of the Defendants and each of them acting
15 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
16 agent, servant and/or employee of the Defendants, and personally participated in the conduct
17 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
18 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
19 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
20 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
21 Defendants' agents, servants and/or employees.

22 23 **THE CONDUCT**

24 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
25 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
26 meaning the time during which an employee is subject to the control of an employer, including
27 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
28 and CALIFORNIA CLASS Members to work without paying them for all the time they were

1 under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work
2 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
3 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
4 should have been PLAINTIFF's off-duty meal break. Additionally, before clocking in,
5 PLAINTIFF and CALIFORNIA CLASS Members, were required to wait in-line for a COVID-
6 19 screening, one which included questions about their current set of symptoms before being
7 each employee was scanned and screened for a fever. PLAINTIFF was not allowed to clock in
8 until this process was completed. Also, DEFENDANT, as a matter of established company
9 policy and procedure, administered a uniform practice of rounding the actual time worked and
10 recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of
11 DEFENDANT, so that during the course of their employment, PLAINTIFF and CALIFORNIA
12 CLASS Members were paid less than they would have been paid had they been paid for actual
13 recorded time rather than "rounded" time. DEFENDANT's policy and practice not to pay
14 PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced by
15 DEFENDANT's business records. As a result, DEFENDANT failed to pay PLAINTIFF and
16 other CALIFORNIA CLASS Members the proper minimum and overtime wages.

17 9. In addition, State and federal law provides that employees must be paid overtime
18 at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA
19 CLASS Members were compensated at an hourly rate plus incentive pay that is tied to specific
20 elements of an employee's performance.

21 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
22 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
23 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
24 performance for DEFENDANT. The non-discretionary incentive program provided all
25 employees paid on an hourly basis with incentive compensation when the employees met the
26 various performance goals set by DEFENDANT. However, when calculating the regular rate
27 of pay in order to pay overtime to PLAINTIFF and other CALIFORNIA CLASS Members,
28 DEFENDANT failed to include the incentive compensation as part of the employees' "regular

1 rate of pay” for purposes of calculating overtime pay. As a matter of law, the incentive
2 compensation received by PLAINTIFF and other CALIFORNIA CLASS Members must be
3 included in the “regular rate of pay.” The failure to do so has resulted in an underpayment of
4 overtime compensation to PLAINTIFF and other CALIFORNIA CLASS Members by
5 DEFENDANT.

6 11. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
7 CLASS Members by failing to pay such wages at the regular rate of pay. Specifically,
8 PLAINTIFF and other non-exempt employees regularly earn non-discretionary remuneration,
9 including but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick
10 pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
11 CALIFORNIA CLASS Members at their base rates of pay.

12 12. As a result of their rigorous work schedules, PLAINTIFF and other
13 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
14 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
15 other CALIFORNIA CLASS Members were required from time to time to perform work as
16 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
17 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
18 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
19 which these employees were required by DEFENDANT to work ten (10) hours of work.
20 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
21 without additional compensation and in accordance with DEFENDANT’s corporate policy and
22 practice.

23 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
24 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
25 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
26 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
27 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
28 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,

1 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
2 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
3 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
4 Order requires employers to provide employees with off-duty rest periods, which the California
5 Supreme Court defined as time during which an employee is relieved from all work related
6 duties and free from employer control. In so doing, the Court held that the requirement under
7 California law that employers authorize and permit all employees to take rest period means that
8 employers must relieve employees of all duties and relinquish control over how employees
9 spend their time which includes control over the locations where employees may take their rest
10 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
11 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
12 other CALIFORNIA CLASS Members from unconstrained walks and was unlawful based on
13 DEFENDANT's rule which stated PLAINTIFF and other CALIFORNIA CLASS Members
14 could not leave the work premises during their rest period. As a result of PLAINTIFF being
15 required to be present on the premises he was from time to time required by DEFENDANT to
16 work during what should of been her off duty rest period.

17 14. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
18 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
19 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
20 DEFENDANT is required to pay PLAINTIFF and other CALIFORNIA CLASS Members for
21 all time worked, meaning the time during which an employee was subject to the control of an
22 employer, including all the time the employee was permitted or suffered to permit this work.
23 DEFENDANT required these employees to work off the clock without paying them for all the
24 time they were under DEFENDANT's control. Specifically, PLAINTIFF worked through her
25 various meal and rest breaks as he was often interrupted by clients and their immediate needs. This
26 work also was done off-the-clock. As such, DEFENDANT knew or should have known that
27 PLAINTIFF and the other members of the CALIFORNIA CLASS were under compensated for
28 all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited

1 time worked by working without their time being accurately recorded and without compensation
2 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
3 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
4 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
5 1197, and 1197.1.

6 15. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
7 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
8 incurred by PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence
9 of discharging their duties on behalf of DEFENDANT. Under California Labor Code
10 Section 2802, employers are required to indemnify employees for all expenses incurred in
11 the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
12 employer shall indemnify his or her employee for all necessary expenditures or losses
13 incurred by the employee in direct consequence of the discharge of his or her duties, or of
14 his or her obedience to the directions of the employer, even though unlawful, unless the
15 employee, at the time of obeying the directions, believed them to be unlawful."

16 16. In the course of their employment PLAINTIFF and other CALIFORNIA
17 CLASS Members as a business expense, were required by DEFENDANT to use their own
18 personal cellular phones as a result of and in furtherance of their job duties as employees for
19 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
20 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
21 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
22 members of the CALIFORNIA CLASS incurred unreimbursed business expenses which
23 included, but were not limited to, costs related to the use of their personal cellular phones all
24 on behalf of and for the benefit of DEFENDANT.

25 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 other members of the CALIFORNIA CLASS with complete and accurate wage statements
27 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
28 Code § 226 provides that every employer shall furnish each of his or her employees with an

1 accurate itemized wage statement in writing showing, among other things, gross wages
2 earned and all applicable hourly rates in effect during the pay period and the corresponding
3 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
4 Members were paid on an hourly basis. As such, the wage statements should reflect all
5 applicable hourly rates during the pay period and the total hours worked, and the applicable
6 pay period in which the wages were earned pursuant to California Labor Code Section
7 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
8 CALIFORNIA CLASS Members failed to identify such information. PLAINTIFF and
9 CALIFORNIA CLASS Members were paid on an hourly basis. As such, the wage
10 statements should reflect all applicable hourly rates during the pay period and the total hours
11 worked, and the applicable pay period in which the wages were earned pursuant to
12 California Labor Code Section 226(a)(2). The wage statements DEFENDANT provided to
13 PLAINTIFF and other CALIFORNIA CLASS Members failed to identify such information.
14 More specifically, the wage statements failed to identify the accurate total hours worked
15 each pay period. When the hours shown on the wage statements were added up, they did not
16 equal the actual total hours worked during the pay period. Aside, from the violations listed
17 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
18 that lists all the requirements under California Labor Code 226 *et seq.* As a result,
19 DEFENDANT from time to time provided PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.
21 Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer to collect or
22 receive from an employee any part of wages theretofore paid by said employer to said
23 employee.” DEFENDANT fails to pay all compensation due to PLAINTIFF and other
24 CALIFORNIA LABOR SUB-CLASS Members, makes unlawful deductions from
25 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
26 fails to disclose all aspects of the deductions from compensation payable to PLAINTIFF and
27 CALIFORNIA LABOR SUB-CLASS Members, and thereby fails to pay these employees
28 all wages due at each applicable pay period and upon termination. PLAINTIFF and members

1 of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from
2 wages according to proof, related penalties, interest, attorney fees and costs.

3 18. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
4 employment are due and payable twice during each calendar month, on days designated in
5 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(a) expressly
6 requires employers to pay employees all wages owed within eleven (11) days of the close of
7 the payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
8 CALIFORNIA CLASS Members all wages owed to them within eleven (11) days of the
9 close of the payroll period.

10 19. In violation of the applicable sections of the California Labor Code and the
11 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
12 intentionally and knowingly failed to compensate PLAINTIFF and the other members of the
13 CALIFORNIA CLASS for missed meal and rest periods. This policy and practice of
14 DEFENDANT is intended to purposefully avoid the payment for all time worked as required
15 by California law which allows DEFENDANT to illegally profit and gain an unfair
16 advantage over competitors who complied with the law. To the extent equitable tolling
17 operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the
18 CALIFORNIA CLASS PERIOD should be adjusted accordingly.

19 20. By reason of this conduct applicable to PLAINTIFF and all CALIFORNIA
20 CLASS Members, DEFENDANT committed acts of unfair competition in violation of the
21 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”),
22 by engaging in a company-wide policy and procedure which failed to accurately calculate
23 and record all missed meal and rest periods by PLAINTIFF and other CALIFORNIA
24 CLASS Members. The proper recording of these employees’ missed meal and rest breaks is
25 the DEFENDANT’s burden. As a result of DEFENDANT’s intentional disregard of the
26 obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all
27 required compensation for work performed by the members of the CALIFORNIA CLASS
28 and violated the California Labor Code and regulations promulgated thereunder as herein

1 alleged.

2 21. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
3 required off-duty meal and rest breaks to her as required by the applicable Wage Order and
4 Labor Code and failed to pay her all minimum and overtime wages due to her.
5 DEFENDANT did not have a policy or practice which provided timely off-duty meal and
6 rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for her missed meal
7 and rest breaks. The nature of the work performed by the PLAINTIFF did not prevent her
8 from being relieved of all of her duties for the legally required off-duty meal periods. As a
9 result, DEFENDANT's failure to provide PLAINTIFF with the legally required meal
10 periods is evidenced by DEFENDANT's business records. To date, DEFENDANT has not
11 fully paid PLAINTIFF the overtime compensation still owed to her or any penalty wages
12 owed to her under Cal. Lab. Code § 203. Additionally, On or around July 22, 2020,
13 PLAINTIFF consulted with a Dr. at an emergency room regarding health issues PLAINTIFF
14 had been experiencing from a blackout attack at work. PLAINTIFF's Dr. advised
15 PLAINTIFF to immediately go on leave. PLAINTIFF adhered to the Dr.'s orders and
16 PLAINTIFF's leave began on July 22, 2020. PLAINTIFF stayed on leave until on or around
17 December 1, 2020. In or around the first week of January of 2021, PLAINTIFF was advised
18 by DEFENDANT that her employment had been terminated while out on medical leave.
19 DEFENDANT sent PLAINTIFF a "Employee Separation Report" in January of 2021, but
20 backdated it to December 1, 2020. DEFENDANT terminated PLAINTIFF's employment in
21 violation of various fundamental public policies underlying both state and federal laws.
22 Specifically, PLAINTIFF's employment was terminated in part because of his protected
23 status (i.e., disability, medical leave, and/or good faith complaints). These actions were in
24 violation of FEHA, the California Constitution, and California Labor Code Section 1102.5.
25 DEFENDANT's termination letter further informed PLAINTIFF that in addition to being
26 out of a job, her health coverage under DEFENDANT's plan was also immediately
27 terminated. Prior to filing this action, PLAINTIFF exhausted her administrative remedies by
28 filing a timely administrative complaint with the Department of Fair Employment and

1 Housing (“DFEH”) and received a DFEH right-to-sue letter on April 19, 2021.

2
3 **JURISDICTION AND VENUE**

4 22. This Court has jurisdiction over this Action pursuant to California Code of
5 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
6 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
7 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
10 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
11 facilities in this County and/or conducts substantial business in this County, and (ii)
12 committed the wrongful conduct herein alleged in this County against members of the
13 CALIFORNIA CLASS.

14
15 **THE CALIFORNIA CLASS**

16 24. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
17 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
18 "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a
19 California class, defined as all individuals who are or previously were employed by
20 DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA
21 CLASS”) at any time during the period beginning four (4) years prior to the filing of this
22 Complaint and ending on the date as determined by the Court (the “CALIFORNIA CLASS
23 PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
24 Members is under five million dollars (\$5,000,000.00).

25 25. To the extent equitable tolling operates to toll claims by the CALIFORNIA
26 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
27 accordingly.

28 26. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare

1 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
2 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
3 failed to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA
4 CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required
5 employees to perform this work and permits or suffers to permit this work.

6 27. DEFENDANT has the legal burden to establish that each and every
7 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
8 required by California laws. The DEFENDANT, however, as a matter of policy and
9 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
10 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
11 Member is paid as required by law. This common business practice is applicable to each
12 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
13 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
14 (the "UCL") as causation, damages, and reliance are not elements of this claim.

15 28. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
16 CLASS Members is impracticable.

17 29. DEFENDANT violated the rights of the CALIFORNIA CLASS under
18 California law by:

- 19 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
20 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
21 and/or deceptively having in place company policies, practices and
22 procedures that failed to record and pay PLAINTIFF and the other
23 members of the CALIFORNIA CLASS for all time worked, including
24 minimum wages owed and overtime wages owed for work performed
25 by these employees;
- 26 (b) Committing an act of unfair competition in violation of the UCL, by
27 failing to provide the PLAINTIFF and the other members of the
28 CALIFORNIA CLASS with the legally required meal and rest periods;

and,

- (c) Committing an act of unfair competition in violation of the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties.

30. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA CLASS will apply to every member of the CALIFORNIA CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of the CALIFORNIA CLASS, was classified as a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's deceptive practice and policy which failed to provide the legally required meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA CLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,
- (d) The representative PLAINTIFF will fairly and adequately represent and

1 protect the interest of the CALIFORNIA CLASS, and has retained
2 counsel who are competent and experienced in Class Action litigation.
3 There are no material conflicts between the claims of the representative
4 PLAINTIFF and the members of the CALIFORNIA CLASS that would
5 make class certification inappropriate. Counsel for the CALIFORNIA
6 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
7 Members.

8 31. In addition to meeting the statutory prerequisites to a Class Action, this action
9 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution
12 of separate actions by individual members of the CALIFORNIA
13 CLASS will create the risk of:

14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA CLASS which would establish
16 incompatible standards of conduct for the parties opposing the
17 CALIFORNIA CLASS; and/or,

18 2) Adjudication with respect to individual members of the
19 CALIFORNIA CLASS which would as a practical matter be
20 dispositive of interests of the other members not party to the
21 adjudication or substantially impair or impede their ability to
22 protect their interests.

23 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
24 to act on grounds generally applicable to the CALIFORNIA CLASS,
25 making appropriate class-wide relief with respect to the CALIFORNIA
26 CLASS as a whole in that DEFENDANT failed to pay all wages due to
27 members of the CALIFORNIA CLASS as required by law;

28 1) With respect to the First Cause of Action, the final relief on

1 behalf of the CALIFORNIA CLASS sought does not relate
2 exclusively to restitution because through this claim
3 PLAINTIFF seeks declaratory relief holding that the
4 DEFENDANT's policy and practices constitute unfair
5 competition, along with declaratory relief, injunctive relief, and
6 incidental equitable relief as may be necessary to prevent and
7 remedy the conduct declared to constitute unfair competition;

8 (c) Common questions of law and fact exist as to the members of the
9 CALIFORNIA CLASS, with respect to the practices and violations of
10 California law as listed above, and predominate over any question
11 affecting only individual CALIFORNIA CLASS Members, and a Class
12 Action is superior to other available methods for the fair and efficient
13 adjudication of the controversy, including consideration of:

- 14 1) The interests of the members of the CALIFORNIA CLASS in
15 individually controlling the prosecution or defense of separate
16 actions in that the substantial expense of individual actions will
17 be avoided to recover the relatively small amount of economic
18 losses sustained by the individual CALIFORNIA CLASS
19 Members when compared to the substantial expense and burden
20 of individual prosecution of this litigation;
- 21 2) Class certification will obviate the need for unduly duplicative
22 litigation that would create the risk of:
- 23 A. Inconsistent or varying adjudications with respect to
24 individual members of the CALIFORNIA CLASS, which
25 would establish incompatible standards of conduct for the
26 DEFENDANT; and/or,
- 27 B. Adjudications with respect to individual members of the
28 CALIFORNIA CLASS would as a practical matter be

dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

32. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

- 1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before
3 the Court;
- 4 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
5 be able to obtain effective and economic legal redress unless the action
6 is maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the acts of unfair competition, statutory violations
9 and other improprieties, and in obtaining adequate compensation for
10 the damages and injuries which DEFENDANT's actions have inflicted
11 upon the CALIFORNIA CLASS;
- 12 (f) There is a community of interest in ensuring that the combined assets of
13 DEFENDANT are sufficient to adequately compensate the members of
14 the CALIFORNIA CLASS for the injuries sustained;
- 15 (g) DEFENDANT has acted or refused to act on grounds generally
16 applicable to the CALIFORNIA CLASS, thereby making final class-
17 wide relief appropriate with respect to the CALIFORNIA CLASS as a
18 whole;
- 19 (h) The members of the CALIFORNIA CLASS are readily ascertainable
20 from the business records of DEFENDANT; and,
- 21 (i) Class treatment provides manageable judicial treatment calculated to
22 bring a efficient and rapid conclusion to all litigation of all wage and
23 hour related claims arising out of the conduct of DEFENDANT as to
24 the members of the CALIFORNIA CLASS.

25 33. DEFENDANT maintains records from which the Court can ascertain and
26 identify by job title each of DEFENDANT's employees who have been intentionally
27 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
28 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of

1 similarly situated employees when they have been identified.

2
3 **THE CALIFORNIA LABOR SUB-CLASS**

4 34. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
5 and Eighth Causes of Action on behalf of a California sub-class, defined as all members of
6 the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
7 California and classified as non-exempt employees (the “CALIFORNIA LABOR SUB-
8 CLASS”) at any time during the period beginning three (3) years prior to the filing of this
9 Complaint and ending on the date as determined by the Court(the “CALIFORNIA LABOR
10 SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in
11 controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is
12 under five million dollars (\$5,000,000.00).

13 35. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
14 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California
15 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
16 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
17 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
18 these employees, even though DEFENDANT enjoyed the benefit of this work, required
19 employees to perform this work and permitted or suffered to permit this work.
20 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
21 which these employees are entitled in order to unfairly cheat the competition and unlawfully
22 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
23 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
24 should be adjusted accordingly.

25 36. DEFENDANT maintains records from which the Court can ascertain and
26 identify by name and job title, each of DEFENDANT’s employees who have been
27 intentionally subjected to DEFENDANT’s company policy, practices and procedures as
28 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any

1 additional job titles of similarly situated employees when they have been identified.

2 37. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
3 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

4 38. Common questions of law and fact exist as to members of the CALIFORNIA
5 LABOR SUB-CLASS, including, but not limited, to the following:

- 6 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
7 compensation due to members of the CALIFORNIA LABOR SUB-
8 CLASS for missed meal and rest breaks in violation of the California
9 Labor Code and California regulations and the applicable California
10 Wage Order;
- 11 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
12 members of the CALIFORNIA LABOR SUB-CLASS with accurate
13 itemized wage statements;
- 14 (c) Whether DEFENDANT has engaged in unfair competition by the
15 above-listed conduct;
- 16 (d) The proper measure of damages and penalties owed to the members of
17 the CALIFORNIA LABOR SUB-CLASS; and,
- 18 (e) Whether DEFENDANT's conduct was willful.

19 39. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
20 CLASS under California law by:

- 21 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
22 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
23 CLASS all wages due for overtime worked, for which DEFENDANT is
24 liable pursuant to Cal. Lab. Code § 1194;
- 25 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
26 accurately pay PLAINTIFF and the members of the CALIFORNIA
27 LABOR SUB-CLASS the correct minimum wage pay for which
28 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

- 1 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
2 the members of the CALIFORNIA LABOR SUB-CLASS with an
3 accurate itemized statement in writing showing the corresponding
4 correct amount of wages earned by the employee;
- 5 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
6 PLAINTIFF and the other members of the CALIFORNIA LABOR
7 SUB-CLASS with all legally required off-duty, uninterrupted thirty
8 (30) minute meal breaks and the legally required off-duty rest breaks;
9 and,
- 10 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
11 and the CALIFORNIA LABOR SUB-CLASS members with necessary
12 expenses incurred in the discharge of their job duties; and,
- 13 (g) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
14 when an employee is discharged or quits from employment, the
15 employer must pay the employee all wages due without abatement, by
16 failing to tender full payment and/or restitution of wages owed or in the
17 manner required by California law to the members of the
18 CALIFORNIA LABOR SUB-CLASS who have terminated their
19 employment.

20 40. This Class Action meets the statutory prerequisites for the maintenance of a
21 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 22 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
23 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
24 CLASS Members is impracticable and the disposition of their claims as
25 a class will benefit the parties and the Court;
- 26 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
27 issues that are raised in this Complaint are common to the
28 CALIFORNIA LABOR SUB-CLASS and will apply to every member

of the CALIFORNIA LABOR SUB-CLASS;

- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS.

PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,

- (d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

41. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- (a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

- 1) Inconsistent or varying adjudications with respect to individual

members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

2) Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT fails to pay all wages due. Including the correct wages for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;

(c) Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared

1 to the substantial expense and burden of individual prosecution
2 of this litigation;

3 2) Class certification will obviate the need for unduly duplicative
4 litigation that would create the risk of:

5 A. Inconsistent or varying adjudications with respect to
6 individual members of the CALIFORNIA LABOR SUB-
7 CLASS, which would establish incompatible standards of
8 conduct for the DEFENDANT; and/or,

9 B. Adjudications with respect to individual members of the
10 CALIFORNIA LABOR SUB-CLASS would as a
11 practical matter be dispositive of the interests of the other
12 members not parties to the adjudication or substantially
13 impair or impede their ability to protect their interests;

14 3) In the context of wage litigation because a substantial number of
15 individual CALIFORNIA LABOR SUB-CLASS Members will
16 avoid asserting their legal rights out of fear of retaliation by
17 DEFENDANT, which may adversely affect an individual's job
18 with DEFENDANT or with a subsequent employer, the Class
19 Action is the only means to assert their claims through a
20 representative; and,

21 4) A class action is superior to other available methods for the fair
22 and efficient adjudication of this litigation because class
23 treatment will obviate the need for unduly and unnecessary
24 duplicative litigation that is likely to result in the absence of
25 certification of this action pursuant to Cal. Code of Civ. Proc. §
26 382.

27 42. This Court should permit this action to be maintained as a Class Action
28 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 1 (a) The questions of law and fact common to the CALIFORNIA LABOR
2 SUB-CLASS predominate over any question affecting only individual
3 CALIFORNIA LABOR SUB-CLASS Members;
- 4 (b) A Class Action is superior to any other available method for the fair
5 and efficient adjudication of the claims of the members of the
6 CALIFORNIA LABOR SUB-CLASS because in the context of
7 employment litigation a substantial number of individual
8 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
9 their rights individually out of fear of retaliation or adverse impact on
10 their employment;
- 11 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
12 numerous that it is impractical to bring all members of the
13 CALIFORNIA LABOR SUB-CLASS before the Court;
- 14 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
15 Members, will not be able to obtain effective and economic legal
16 redress unless the action is maintained as a Class Action;
- 17 (e) There is a community of interest in obtaining appropriate legal and
18 equitable relief for the acts of unfair competition, statutory violations
19 and other improprieties, and in obtaining adequate compensation for
20 the damages and injuries which DEFENDANT's actions have inflicted
21 upon the CALIFORNIA LABOR SUB-CLASS;
- 22 (f) There is a community of interest in ensuring that the combined assets of
23 DEFENDANT are sufficient to adequately compensate the members of
24 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 25 (g) DEFENDANT has acted or refused to act on grounds generally
26 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
27 making final class-wide relief appropriate with respect to the
28 CALIFORNIA LABOR SUB-CLASS as a whole;

- 1 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
2 ascertainable from the business records of DEFENDANT. The
3 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
4 CLASS Members who worked for DEFENDANT in California at any
5 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
6 (i) Class treatment provides manageable judicial treatment calculated to
7 bring a efficient and rapid conclusion to all litigation of all wage and
8 hour related claims arising out of the conduct of DEFENDANT as to
9 the members of the CALIFORNIA LABOR SUB-CLASS.

10
11 **FIRST CAUSE OF ACTION**

12 **For Unlawful Business Practices**

13 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

14 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

15 43. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
16 and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
18 Complaint.

19 44. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
20 Code § 17021.

21 45. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”)
22 defines
23 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
24 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
25 competition as follows:

26 Any person who engages, has engaged, or proposes to engage in unfair
27 competition may be enjoined in any court of competent jurisdiction. The court
28 may make such orders or judgments, including the appointment of a receiver,
as may be necessary to prevent the use or employment by any person of any
practice which constitutes unfair competition, as defined in this chapter, or as

1 may be necessary to restore to any person in interest any money or property,
2 real or personal, which may have been acquired by means of such unfair
3 competition.

4 Cal. Bus. & Prof. Code § 17203.

5 46. By the conduct alleged herein, DEFENDANT has engaged and continues to
6 engage in a business practice which violates California law, including but not limited to, the
7 applicable Industrial Wage Order(s), the California Code of Regulations and the California
8 Labor Code including Sections 204, 210, 221, 226.7, 233, 246, 510, 512, 1194, 1197,
9 1197.1, 1198 & 2802, the Fair Labor Standards Act and federal regulations promulgated
10 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
11 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
12 held to constitute unfair competition, including restitution of wages wrongfully withheld.

13 47. By the conduct alleged herein, DEFENDANT's practices were unlawful and
14 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
15 unscrupulous or substantially injurious to employees, and were without valid justification or
16 utility for which this Court should issue equitable and injunctive relief pursuant to Section
17 17203 of the California Business & Professions Code, including restitution of wages
18 wrongfully withheld.

19 48. By the conduct alleged herein, DEFENDANT's practices were deceptive and
20 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
21 meal and rest periods, the required amount of compensation for missed meal and rest
22 periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
23 reimburse al necessary business expenses incurred, due to a business practice that cannot be
24 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
25 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court
26 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
27 including restitution of wages wrongfully withheld.

28 49. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and

1 the other members of the CALIFORNIA CLASS to be underpaid during their employment
2 with DEFENDANT.

3 50. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
5 provide all legally required meal breaks to PLAINTIFF and the other members of the
6 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

7 51. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
8 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
9 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
10 pay for each workday in which a second off-duty meal period was not timely provided for
11 each ten (10) hours of work.

12 52. PLAINTIFF further demands on behalf of herself and each member of the
13 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
14 duty paid rest period was not timely provided as required by law.

15 53. By and through the unlawful and unfair business practices described herein,
16 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
17 the other members of the CALIFORNIA CLASS, including earned wages for all time
18 worked, and has deprived them of valuable rights and benefits guaranteed by law and
19 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
20 allow DEFENDANT to unfairly compete against competitors who comply with the law.

21 54. All the acts described herein as violations of, among other things, the
22 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
23 California Labor Code, were unlawful and in violation of public policy, were immoral,
24 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
25 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
26 *seq.*

27 55. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
28 to, and do, seek such relief as may be necessary to restore to them the money and property

1 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
2 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
3 unfair business practices, including earned but unpaid wages for all time worked.

4 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
5 entitled to, and do, seek a declaration that the described business practices are unlawful,
6 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
7 from engaging in any unlawful and unfair business practices in the future.

8 57. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
9 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
10 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
11 unabated. As a result of the unlawful and unfair business practices described herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
13 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
14 from continuing to engage in these unlawful and unfair business practices.

15
16 **SECOND CAUSE OF ACTION**

17 **For Failure To Pay Minimum Wages**

18 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

20 **and Against All Defendants)**

21 58. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 59. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
26 California Labor Code and the Industrial Welfare Commission requirements for
27 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
28 CALIFORNIA CLASS Members.

1 60. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
2 public policy, an employer must timely pay its employees for all hours worked.

3 61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
4 the commission is the minimum wage to be paid to employees, and the payment of a less
5 wage than the minimum so fixed is unlawful.

6 62. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
7 wages, including minimum wage compensation and interest thereon, together with the costs
8 of suit.

9 63. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
10 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
11 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
12 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
13 other members of the CALIFORNIA LABOR SUB-CLASS.

14 64. DEFENDANT's unlawful wage and hour practices manifested, without
15 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
16 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
17 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
18 wage pay.

19 65. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately calculated the correct time worked and consequently underpaid the actual time
21 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
22 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
23 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
24 requirements and other applicable laws and regulations.

25 66. As a direct result of DEFENDANT's unlawful wage practices as alleged
26 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
27 not receive the correct minimum wage compensation for their time worked for
28 DEFENDANT.

1 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
2 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
3 Members to work without paying them for all the time they were under DEFENDANT's
4 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
6 that they were entitled to, constituting a failure to pay all earned wages.

7 68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for the true time they worked, PLAINTIFF and the other members of the
10 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
11 economic injury in amounts which are presently unknown to them and which will be
12 ascertained according to proof at trial.

13 69. DEFENDANT knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
15 time worked. DEFENDANT elected, either through intentional malfeasance or gross
16 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
17 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
18 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
19 wages for their time worked.

20 70. In performing the acts and practices herein alleged in violation of California
21 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
22 CLASS for all time worked and provide them with the requisite compensation,
23 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
24 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
25 with a conscious and utter disregard for their legal rights, or the consequences to them, and
26 with the despicable intent of depriving them of their property and legal rights, and otherwise
27 causing them injury in order to increase company profits at the expense of these employees.
28

71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS therefore request recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure To Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and

1 public policy, an employer must timely pay its employees for all hours worked.

2 75. Cal. Lab. Code § 510 further provides that employees in California shall not
3 be employed more than eight (8) hours per workday and more than forty (40) hours per
4 workweek unless they receive additional compensation beyond their regular wages in
5 amounts specified by law.

6 76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
7 wages, including minimum wage and overtime compensation and interest thereon, together
8 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
9 employee for longer hours than those fixed by the Industrial Welfare Commission is
10 unlawful.

11 77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
12 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
13 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
14 including overtime work.

15 78. DEFENDANT's unlawful wage and hour practices manifested, without
16 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
17 implementing a policy and practice that failed to accurately record overtime worked by
18 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
19 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
20 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
21 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
22 workweek.

23 79. In committing these violations of the California Labor Code, DEFENDANT
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
25 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
26 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
27 violation of the California Labor Code, the Industrial Welfare Commission requirements
28 and other applicable laws and regulations.

1 80. As a direct result of DEFENDANT's unlawful wage practices as alleged
2 herein, the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
3 did not receive full compensation for overtime worked.

4 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to the
6 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
8 subject to a valid collective bargaining agreement that would preclude the causes of action
9 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
10 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
11 of non-negotiable, non-waiveable rights provided by the State of California.

12 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
13 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
14 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

15 83. DEFENDANT failed to accurately pay the PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
17 worked which was in excess of the maximum hours permissible by law as required by Cal.
18 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
19 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
20 as to which DEFENDANT failed to accurately record and pay as evidenced by
21 DEFENDANT's business records and witnessed by employees.

22 84. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
24 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
25 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
26 economic injury in amounts which are presently unknown to them and which will be
27 ascertained according to proof at trial.

28 85. DEFENDANT knew or should have known that PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
2 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
3 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
4 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
5 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

6 86. In performing the acts and practices herein alleged in violation of California
7 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
8 CLASS for all overtime worked and provide them with the requisite overtime compensation,
9 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
10 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
11 with a conscious of and utter disregard for their legal rights, or the consequences to them,
12 and with the despicable intent of depriving them of their property and legal rights, and
13 otherwise causing them injury in order to increase company profits at the expense of these
14 employees.

15 87. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
16 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
17 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
18 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
19 extent minimum wage compensation is determined to be owed to the CALIFORNIA
20 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
21 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
22 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
23 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
24 conduct as alleged herein was willful, intentional and not in good faith. Further,
25 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
26 and recover statutory costs.

1 **FOURTH CAUSE OF ACTION**

2 **For Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 88. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 89. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
10 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
11 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
12 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
13 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
14 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
15 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
16 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
17 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
18 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
19 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
20 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
21 second off-duty meal period in some workdays in which these employees were required by
22 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
23 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
24 breaks without additional compensation and in accordance with DEFENDANT's corporate
25 policy and practice.

26 90. DEFENDANT further violates California Labor Code §§ 226.7 and the
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
28 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with

1 the applicable Wage Order, one additional hour of compensation at each employee's regular
2 rate of pay for each workday that a meal period was not provided.

3 91. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
5 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
6 suit.

7
8 **FIFTH CAUSE OF ACTION**

9 **For Failure to Provide Required Rest Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 92. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 93. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
17 from time to time required to work in excess of four (4) hours without being provided ten
18 (10) minute rest periods. Further, these employees from time to time were denied their first
19 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
20 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
21 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
22 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
24 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
25 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
26 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

27 94. DEFENDANT further violated California Labor Code §§ 226.7 and the
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA

1 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
2 the applicable Wage Order, one additional hour of compensation at each employee's regular
3 rate of pay for each workday that rest period was not provided.

4 95. As a proximate result of the aforementioned violations, PLAINTIFF and
5 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
6 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
7 suit.

8 **SIXTH CAUSE OF ACTION**

9 **For Failure to Reimburse Employees for Required Expenses**

10 **[Cal. Lab. Code § 2802]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 96. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
14 reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 97. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

20 98. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
21 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
22 CLASS members for required expenses incurred in the discharge of their job duties for
23 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
24 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
25 limited to, costs related to using their personal cellular phones all on behalf of and for the
26 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS
27 Members were required by DEFENDANT to use their personal cell phones to respond to
28

1 work related issues. DEFENDANT's policy, practice and procedure was to not reimburse
2 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting
3 from using their personal cellular phones for DEFENDANT within the course and scope of
4 their employment for DEFENDANT. These expenses were necessary to complete their
5 principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any
6 waiver of this expectation. Although these expenses were necessary expenses incurred by
7 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed
8 to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
9 members for these expenses as an employer is required to do under the laws and regulations
10 of California.

11 99. PLAINTIFF therefore demands reimbursement for expenditures or losses
12 incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of
13 their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
14 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

15 **SEVENTH CAUSE OF ACTION**

16 **For Failure to Provide Accurate Itemized Statements**

17 **[Cal. Lab. Code § 226]**

18 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
19 **Defendants)**

20 100. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
21 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
22 paragraphs of this Complaint.

23 101. Cal. Labor Code § 226 provides that an employer must furnish employees with
24 an "accurate itemized" statement in writing showing:

- 25 (1) gross wages earned,
26 (2) total hours worked by the employee, except for any employee whose
27 compensation is solely based on a salary and who is exempt from payment of
28 overtime under subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission,
(3) the number of piecerate units earned and any applicable piece rate if the employee

1 is paid on a piece-rate basis,
2 (4) all deductions, provided that all deductions made on written orders of the
3 employee may be aggregated and shown as one item,
4 (5) net wages earned,
5 (6) the inclusive dates of the period for which the employee is paid,
6 (7) the name of the employee and his or her social security number, except that by
7 January 1, 2008, only the last four digits of his or her social security number or an
8 employee identification number other than a social security number may be shown on
9 the itemized statement,
10 (8) the name and address of the legal entity that is the employer, and
11 (9) all applicable hourly rates in effect during the pay period and the corresponding
12 number of hours worked at each hourly rate by the employee.

13 102. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
14 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
15 wage statements which failed to show, among other things, the correct gross and net wages
16 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
17 employees with an accurate itemized wage statement in writing showing, among other
18 things, gross wages earned and all applicable hourly rates in effect during the pay period and
19 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
20 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
21 wage statements should reflect all applicable hourly rates during the pay period and the total
22 hours worked, and the applicable pay period in which the wages were earned pursuant to
23 California Labor Code Section 226(a). PLAINTIFF and CALIFORNIA CLASS Members
24 were paid on an hourly basis. As such, the wage statements should reflect all applicable
25 hourly rates during the pay period and the total hours worked, and the applicable pay period
26 in which the wages were earned pursuant to California Labor Code Section 226(a). The
27 wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA CLASS
28 Members failed to identify such information. PLAINTIFF and CALIFORNIA CLASS
Members were paid on an hourly basis. As such, the wage statements should reflect all
applicable hourly rates during the pay period and the total hours worked, and the applicable
pay period in which the wages were earned pursuant to California Labor Code Section
226(a)(2). The wage statements DEFENDANT provided to PLAINTIFF and other
CALIFORNIA CLASS Members failed to identify such information. More specifically, the

1 wage statements failed to identify the accurate total hours worked each pay period. Aside,
2 from the violations listed above in this paragraph, DEFENDANT failed to issue to
3 PLAINTIFF an itemized wage statement that lists all the requirements under California
4 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF
5 and the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements
6 which violated Cal. Lab. Code § 226.

7 103. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
8 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
9 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
10 expended calculating the correct wages for all missed meal and rest breaks and the amount
11 of employment taxes which were not properly paid to state and federal tax authorities.
12 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
13 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
14 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
15 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
16 226, in an amount according to proof at the time of trial (but in no event more than four
17 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
18 CALIFORNIA LABOR SUB-CLASS herein).

19
20 **EIGHTH CAUSE OF ACTION**

21 **For Failure to Pay Wages When Due**

22 **[Cal. Lab. Code §§ 201, 202 and 203]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 104. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
26 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
27 paragraphs of this Complaint.

28 105. Cal. Lab. Code § 200 states that:

As used in this article:

(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

(b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

106. Cal. Lab. Code § 201 states, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

107. Cal. Lab. Code § 202 states, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

108. There was no definite term in PLAINTIFF's or any other CALIFORNIA LABOR SUB-CLASS Members' employment contract.

109. Cal. Lab. Code § 203 states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

110. When PLAINTIFF left employment with DEFENDANTS, DEFENDANTS still owed PLAINTIFF wages for work performed because PLAINTIFF was not compensated correctly for her overtime worked and meal and rest breaks missed. To date, DEFENDANTS has not paid PLAINTIFF these wages still owed to her. As such, DEFENDANTS has not fully paid PLAINTIFF all wages still owed to her or any penalty wages that are now owed to her under California Labor Code § 203.

1 111. The employment of PLAINTIFF and many other CALIFORNIA LABOR
2 SUB-CLASS Members has terminated, yet as to those individuals whose employment
3 terminated, DEFENDANTS did not timely tender payment of all wages owed as required by
4 law.

5 112. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
6 members of the CALIFORNIA LABOR SUB-CLASS whose employment terminated,
7 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of
8 termination for all individuals in the CALIFORNIA LABOR SUB-CLASS who terminated
9 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD plus interest and
10 statutory costs as allowed.

11 **NINTH CAUSE OF ACTION**

12 **[Disability and/or Leave Discrimination and Retaliation For the Exercise of Rights**
13 **Guaranteed Under the FEHA, Participating in Protected Activities, and/or Opposing**
14 **DEFENDANT's Failure to Provide Such Rights]**

15 **Violation of FEHA Government Section 12900, *et. seq.***

16 **(By PLAINTIFF Against All Defendants)**

17 113. PLAINTIFF realleges and incorporates by reference, as though fully set forth
18 herein, the prior paragraphs of this Complaint.

19 114. On or around July 22, 2020, PLAINTIFF consulted with a Dr. at an
20 emergency room regarding health issues PLAINTIFF had been experiencing from a
21 blackout attack at work. PLAINTIFF's Dr. advised PLAINTIFF to immediately go on
22 leave. PLAINTIFF adhered to the Dr.'s orders and PLAINTIFF's leave began on July 22,
23 2020. PLAINTIFF stayed on leave until on or around December 1, 2020. In or around the
24 first week of January of 2021, PLAINTIFF was advised by DEFENDANT that her
25 employment had been terminated while out on medical leave. DEFENDANT sent
26 PLAINTIFF a "Employee Separation Report" in January of 2021, but backdated it to
27 December 1, 2020. DEFENDANT terminated PLAINTIFF's employment in violation of
28 various fundamental public policies underlying both state and federal laws. Specifically,

1 PLAINTIFF's employment was terminated in part because of his protected status (i.e.,
2 disability, medical leave, and/or good faith complaints). Specifically, PLAINTIFF's
3 employment was terminated in part because of her protected status (i.e., disability, medical
4 leave, and/or good faith complaints). These actions were in violation of FEHA, the
5 California Constitution, and California Labor Code Section 1102.5. DEFENDANT's
6 termination letter further informed PLAINTIFF that in addition to being out of a job, her
7 health coverage under DEFENDANT's plan was also immediately terminated.

8 115. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
9 Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices,
10 including the following bases for liability:

11 a. Taking adverse employment actions against PLAINTIFF, including
12 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
13 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
14 PLAINTIFF's disability;

15 b. Retaliating against PLAINTIFF for seeking to exercise rights
16 guaranteed under FEHA, participating in protected activities, and/or opposing
17 DEFENDANT's failure to provide such rights.

18 116. As a proximate result of DEFENDANT's willful, knowing, and intentional
19 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
20 substantial losses of earnings and other employment benefits.

21 117. As a proximate result of DEFENDANT's willful, knowing, and intentional
22 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
23 humiliation, emotional distress, and physical and mental pain and anguish, all to his damage
24 in a sum according to proof.

25 118. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
26 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
27 reasonable attorneys' fees and costs (including expert costs) in an amount according to
28 proof.

119. DEFENDANT's misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against DEFENDANT.

TENTH CAUSE OF ACTION

[Failure to Prevent Discrimination, Harassment, and/or Retaliation]

Government Code Section 12940(k)

(By PLAINTIFF Against All Defendants)

120. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

121. On or around July 22, 2020, PLAINTIFF consulted with a Dr. at an emergency room regarding health issues PLAINTIFF had been experiencing from a blackout attack at work. PLAINTIFF's Dr. advised PLAINTIFF to immediately go on leave. PLAINTIFF adhered to the Dr.'s orders and PLAINTIFF's leave began on July 22, 2020. PLAINTIFF stayed on leave until on or around December 1, 2020. In or around the first week of January of 2021, PLAINTIFF was advised by DEFENDANT that her employment had been terminated while out on medical leave. DEFENDANT sent PLAINTIFF a "Employee Separation Report" in January of 2021, but backdated it to December 1, 2020. DEFENDANT terminated PLAINTIFF's employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, PLAINTIFF's employment was terminated in part because of her protected status (i.e., disability, medical leave, and/or good faith complaints). These actions were in violation of FEHA, the California Constitution, and California Labor Code Section 1102.5.

122. DEFENDANT's conduct, as alleged, violated the FEHA, Cal. Govt. Code Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices, including, without limitation, by the following, separate bases for liability; failing to take all reasonable steps to prevent discrimination, harassment, and/or retaliation based on physical disability, medical condition, need for accommodation, taking leave, and/or good faith

1 complaints, in violation of Cal. Govt. Code section 12940(k).

2 123. As a proximate result of DEFENDANT's willful, knowing, and intentional
3 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
4 substantial losses of earnings and other employment benefits.

5 124. As a proximate result of DEFENDANT's willful, knowing, and intentional
6 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
7 humiliation, emotional distress, and physical and mental pain and anguish, all to his damage
8 in a sum according to proof.

9 125. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
10 fees. PLAINTIFF is as present unaware of the precise amounts of these expenses and fees
11 and will seek leave of the court to amend this Complaint when the amounts are fully known.

12 126. DEFENDANT's misconduct was committed intentionally, in a malicious,
13 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
14 against DEFENDANT.

15 **ELEVENTH CAUSE OF ACTION**

16 **[Wrongful Termination of Employment in Violation of Public Policy]**

17 **(By PLAINTIFF Against All Defendants)**

18 127. PLAINTIFF realleges and incorporates by reference, as though fully set forth
19 herein, the prior paragraphs of this Complaint.

20 128. On or around July 22, 2020, PLAINTIFF consulted with a Dr. at an
21 emergency room regarding health issues PLAINTIFF had been experiencing from a
22 blackout attack at work. PLAINTIFF's Dr. advised PLAINTIFF to immediately go on
23 leave. PLAINTIFF adhered to the Dr.'s orders and PLAINTIFF's leave began on July 22,
24 2020. PLAINTIFF stayed on leave until on or around December 1, 2020. In or around the
25 first week of January of 2021, PLAINTIFF was advised by DEFENDANT that her
26 employment had been terminated while out on medical leave. DEFENDANT sent
27 PLAINTIFF a "Employee Separation Report" in January of 2021, but backdated it to
28

1 December 1, 2020. DEFENDANT terminated PLAINTIFF's employment in violation of
2 various fundamental public policies underlying both state and federal laws. Specifically,
3 PLAINTIFF's employment was terminated in part because of his protected status (i.e.,
4 disability, medical leave, and/or good faith complaints). These actions were in violation of
5 FEHA, the California Constitution, and California Labor Code Section 1102.5.

6 129. DEFENDANT terminated PLAINTIFF's employment in violation of various
7 fundamental public policies underlying both state and federal laws. Specifically,
8 PLAINTIFF's employment was terminated in part because of his protected status (i.e.,
9 disability, medical leave, and/or good faith complaints). These actions were in violation of
10 fundamental public policy.

11 130. As a proximate result of DEFENDANT's wrongful termination of
12 PLAINTIFF's employment violation of fundamental public policies, PLAINTIFF has
13 suffered and continues to suffer humiliation, emotional distress, and physical and mental
14 pain and anguish, all to his damage in a sum according to proof.

15 131. As a result of DEFENDANT's wrongful termination of PLAINTIFF's
16 employment, PLAINTIFF has suffered general and special damages in sums according to
17 proof.

18 132. DEFENDANT's wrongful termination of PLAINTIFF's employment was
19 done intentionally, in a malicious, fraudulent, oppressive manner entitling PLAINTIFF to
20 punitive damages.

21 133. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
22 fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*

23
24
25 **PRAYER FOR RELIEF**

26 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
27 severally, as follows:

28 1. On behalf of the CALIFORNIA CLASS:

- 1 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
2 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
3 B) An order temporarily, preliminarily and permanently enjoining and restraining
4 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
5 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
6 withheld from compensation due to PLAINTIFF and the other members of the
7 CALIFORNIA CLASS; and,
8 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
9 for restitution of the sums incidental to DEFENDANT's violations due to
10 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

11 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 12 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and
13 Eighth Causes Action asserted by the CALIFORNIA LABOR SUB-CLASS as
14 a class action pursuant to Cal. Code of Civ. Proc. § 382;
15 B) Compensatory damages, according to proof at trial, including compensatory
16 damages for minimum and overtime compensation due PLAINTIFF and the other
17 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
18 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
19 statutory rate;
20 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
21 in which a violation occurs and one hundred dollars (\$100) per each member of
22 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
23 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
24 an award of costs for violation of Cal. Lab. Code § 226;
25 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
26 the applicable IWC Wage Order;
27 E) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
28 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and

- 1 costs of suit; and,
- 2 F) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
- 3 1197; and,
- 4 G) The wages of all terminated employees from the CALIFORNIA LABOR SUB-
- 5 CLASS as a penalty from the due date thereof at the same rate until paid or until
- 6 an action therefore is commenced, in accordance with Cal. Lab. Code § 203;
- 7 3. On behalf of the Ninth, Tenth and Eleventh Causes of Action:
- 8 A) For all general and special damages which were sustained as a result of
- 9 DEFENDANT's conduct, including, but not limited to, back pay, front pay, lost
- 10 compensation and job benefits that PLAINTIFF would have received but for the
- 11 retaliatory practices of DEFENDANT; and,
- 12 B) For all exemplary damages, according to proof, which were sustained as a result
- 13 of DEFENDANT's conduct.
- 14 4. On all claims:
- 15 A) An award of interest, including prejudgment interest at the legal rate;
- 16 B) Such other and further relief as the Court deems just and equitable; and,
- 17 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
- 18 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
- 19 and/or §2802.

20 Dated: April 22, 2021

21 BLUMENTHAL NORDREHAUG BHOWMIK
22 DE BLOUW LLP

23
24 By: _____
25 Norman B. Blumenthal
26 Attorneys for Plaintiff
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: April 22, 2021

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT 6

Christine LeVu

From: DIR PAGA Unit <no-reply@formassembly.com> on behalf of DIR PAGA Unit
Sent: Monday, April 7, 2025 3:16 PM
To: christine@bamlawca.com
Subject: Thank you for your Proposed Settlement Submission

04/07/2025 03:15:55 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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