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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DEVONTE ROJO, an individual, in his
representative capacity on behalf himself, the
State of California, as a private attorney general,

Plaintiff,

v.

FOREST LAWN MORTUARY, a California
corporation; FOREST LAWN MEMORIAL-
PARK ASSOCIATION, a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 23STCV02200

**DECLARATION OF SYDNEY
CASTILLO-JOHNSON, ESQ. IN
SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE PAGA SETTLEMENT**

Date: October 13, 2026

Time: 8:30 a.m.

Reservation ID: 714393221658

Judge: Michael Small

Dept.: 517

1 I, Sydney Castillo-Johnson, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law at JCL LAW
4 FIRM, APC (hereinafter “Plaintiff’s Counsel”) and co-lead counsel of record for Plaintiff Devonte Rojo
5 (“Plaintiff”) in this matter. As such, I am fully familiar with the facts, pleadings, and history of the
6 matter. The following facts are within my own personal knowledge, and if called as a witness, I could
7 testify competently to the matters stated herein.

8 2. This declaration is being submitted in support of the Motion for Approval of PAGA
9 Settlement with Defendants Forest Lawn Mortuary and Forest Lawn Memorial-Park Association.
10 (“Defendants”).

11 3. A true and correct copy of the fully executed Amended PAGA Settlement Agreement
12 (“Agreement”) is attached hereto as **Exhibit #1**.

13 4. A true and correct copy of the fully executed PAGA Settlement Agreement is attached
14 hereto as **Exhibit #2**.

15 5. A true and correct copy of Plaintiff’s February 1, 2023, Notice of Violations filed with
16 the Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as **Exhibit #3**.

17 6. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
18 PAGA Settlement, is attached hereto as **Exhibit #4**. Included with the Motion is a copy of the
19 Agreement.

20 7. An objective evaluation of the proposed settlement confirms that the relief negotiated on
21 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
22 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
23 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
24 approval. Accordingly, Plaintiff and Plaintiff’s Counsel respectfully request this Court grant approval
25 of the Agreement.

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1 **I. PROCEDURAL AND FACTUAL BACKGROUND**

2 **A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against**
3 **Defendants**

4 8. Defendants operate a funeral business in the state of California located in Los Angeles
5 County, where Plaintiff worked. Plaintiff was employed by Defendants from January 2019 to February
6 2022. At all times during his employment, Plaintiff was classified by Defendants as a non-exempt
7 employee and was entitled to legally mandated meal and rest periods, minimum wage and overtime
8 compensation. Throughout his employment, Plaintiff was subject to Defendants' written policies and
9 procedures contained in, among other documents, the "Serving with Forest Lawn" Employee
10 Handbook.

11 9. On February 1, 2023, Plaintiff filed a Notice of Violations ("PAGA Notice") with the
12 LWDA and served the same on Defendants. The 65-day "waiting period" on Plaintiff's right to file a
13 civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying
14 Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has
15 not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

16 10. On February 1, 2023, Plaintiff filed a Class Action Complaint for: (1) Unfair Competition
17 in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation
18 of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal.
19 Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code
20 §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in
21 Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to
22 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to
23 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure to
24 Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226.

25 11. On April 13, 2023, Plaintiff filed a First Amended Class Action Complaint alleging an
26 additional cause of action for violations of PAGA.

27 12. On June 21, 2023, Plaintiff filed a Second Amended Complaint ("Operative Complaint")
28 which dismissed the previously alleged class claims based on an arbitration agreement Plaintiff signed

1 and asserted one cause of action under PAGA.

2 13. On October 6, 2023, Plaintiff filed his Demand for Arbitration with American Arbitration
3 Association Case No. 01-24-0004-4203.

4 14. The Parties subsequently agreed to attend private mediation. To facilitate settlement
5 negotiations, Defendants agreed to informally produce documents and data points subject to the
6 mediation privilege, including but not limited to, the Aggrieved Employees' time and payroll data, and
7 pertinent written wage and hour policies. As discussed *infra*, Plaintiff's counsel retained the forensic
8 consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.
9 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
10 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
11 Cal.App.4th 116, 129-130.

12 15. On August 18, 2025, the Parties participated in mediation presided over by Steven
13 Serratore, Esq., a mediator of wage and hour representative actions. The Parties' mediation did not
14 result in a settlement of Plaintiff's PAGA claims. However, the Parties continued settlement efforts and
15 ultimately reached a settlement after both sides agreed to a Mediator's proposal.

16 16. The Parties subsequently drafted and negotiated a long-form settlement which is the
17 subject of the instant motion. The Settlement was negotiated in light of all known facts and
18 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being
19 able to maintain representative claims and establishing manageability, the difficulty of proving
20 Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the significant
21 delay and potential appellate issues related to the litigation – and was reached after extensive arm's
22 length negotiations, with the assistance of Mediator Serratore.

23 17. The Settlement is intended to fully and finally resolve the Released PAGA Claims
24 asserted by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a
25 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
26 individual claims, if any, of the Aggrieved Employees, other than Plaintiff. This Settlement does not
27 release any claim that is not a PAGA claim.¹ Nor does this Settlement waive Defendants' right to assert

28 ¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment

1 *res judicata* or other available defense to any asserted claim or lawsuit.

2 18. Defendants deny the allegations in the Operative Complaint, deny any failure to comply
3 with the laws identified in the Operative Complaint and deny any and all liability for the causes of
4 action alleged.

5 19. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of
6 any other pending matter or action asserting claims that will be extinguished or affected by the
7 Settlement.

8 20. Pursuant to California Labor Code Section 2699(s)(2), Plaintiff is providing a copy of the
9 Agreement and this motion to the LWDA concurrently with the filing of the instant motion for
10 settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
11 submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten
12 (10) days after entry of judgment or order.

13 II. TERMS OF THE PAGA SETTLEMENT

14 21. The PAGA settlement is subject to Court approval consistent with Labor Code §
15 2699(s)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
16 Amount payment in the amount of Five Hundred and Five Thousand Dollars and Zero Cents
17 (\$505,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
18 of a PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment in the amount of
19 up to Two Hundred Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
20 (\$213,333.33), comprised of one-third of the Gross Settlement Amount for the PAGA Counsel Fees
21 Payment (estimated to be approximately \$168,333.33), reimbursement of the PAGA Counsel Litigation
22 Expenses Payment for incurred litigation expenses in an amount not to exceed Forty-Five Thousand
23 Dollars and Zero Cents (\$45,000.00) and Administration Expenses Payment which will not exceed Ten
24 Thousand Five Hundred Dollars and Zero Cents (\$10,500.00). (Agreement generally at §§ 3.2.) After
25 these deductions, the amount remaining is the "PAGA Penalties," which is estimated to be \$281,166.67.

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in an action under the PAGA, but only with respect to recovery of civil penalties."

III. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

22. The Gross Settlement Amount of \$505,000.00 is fair and reasonable considering the nature and magnitude of the being settled and the various potential impediments to recovery. The various models were informed by PAGA Counsel's investigation, including the analysis of a significant sample of time and payroll data. PAGA Counsel projected Defendants' liability exposure ranged between \$707,460.00 ("Realistic Penalties") and \$3,180,900.00 ("Maximum Penalties") in PAGA penalties. This range reflects the uncertainty regarding several of the claims. Thus, the Gross Settlement Amount represents a recovery of between 71.38% ("Realistic Penalties") and 15.88% ("Maximum Penalties") of Defendants' potential exposure based on Plaintiff's alleged claims. Defendants' exposure is detailed below:

Claim	Penalty Amount ²	Maximum Penalties	Discount applied	Realistic Penalties
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50 ³	\$316,750.00	85%	\$47,512.50
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	\$76,300.00	90%	\$7,630.00
<i>Unpaid Wages Violations/Regular Rate Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$50	\$446,450.00	85%	\$66,967.50

² California Labor Code section 2699(f)(2) provide the default penalty for PAGA violations of \$100 for initial violations and \$200 for subsequent violations.

³ The \$50 penalty rate was used for a number of reasons in this instance. First, Defendants argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."].) Separately, Defendants also argued that courts have considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	\$2,341,400.00	75%	\$585,350.00
<i>Unpaid Wages Violations/ Regular Rate Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$50	\$446,450.00	85%	\$66,967.50

23. Plaintiff alleges that Defendants failed to provide compliant meal periods in violation of Cal. Lab. Code § 512. Specifically, Defendants regularly violated the law by (a) failing to provide meal periods, (b) providing late meal periods, (c) providing short meal periods, and/or (d) requiring employees to work through their meal periods. Plaintiff contends that as a result of Defendant's rigorous workload requirements and practice of understaffing their locations, Plaintiff and Aggrieved Employees were required to work through their meal periods in order to complete various tasks. Further, Plaintiff identified 26.6% meal periods that were recorded at exactly thirty (30) minutes in length, appearing to be synthetic in direct violation of the California Supreme Court's ruling in *Donohue v. AMN Services, LLC* 11 Cal.5th 58 (2021), and raise a rebuttable presumption of meal break violations.

24. Defendants raised a number of defenses to this claim. Defendants argued that they maintained compliant meal period policies and, in practice, provided their employees with the opportunity to take compliant meal periods. Further, meal period premiums were paid throughout the PAGA Period for meal period violations.

25. Consequently, Plaintiff applied an 85% discount to this claim. Plaintiff assigned \$50 per meal break violation and estimated that Defendants' exposure for this claim ranged from \$47,512.50 to approximately \$316,750.00.

26. In assigning \$50 per meal break violation when calculating Defendants' exposure under PAGA, Plaintiff considered a variety of defenses presented by Defendants, all of which resulted in Plaintiff discounting the value of their PAGA claims for purposes of this analysis. Defendants argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commissioner or a court notified the employer that it was in violation of the

1 Labor Code. (*Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 355-356, citing *Bernstein v.*
2 *Virgin America, Inc.* (2021) 3 F.4th 1127, 1144; see *Amaral v. Cintas Corp. No. 2* (2008) 163
3 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is violating a Labor Code
4 provision ... the employer cannot be presumed to be aware that its continuing underpayment of
5 employees is a ‘violation’ subject to penalties.”].)

6 27. Separately, Defendants argued that courts have considerable discretion to reduce the
7 penalty awards under PAGA. In *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, the trial
8 court reduced the maximum PAGA penalty amount by 90%. The Court of Appeal affirmed a judgment
9 after trial which only provided for a PAGA penalty of \$5 per pay period.

10 28. In *Magadia v. Wal-Mart Associates, Inc.* (2019) 384 F.Supp.3d 1058, a federal court
11 reduced PAGA penalties by 66.4%. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal.
12 2011), a federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%
13 because the court found maximum penalties “unjust” because the employees had suffered no injuries.
14 Some trial courts have even awarded no civil penalties, even when Labor Code violations are
15 established. (See *In re Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (affirming an award of
16 \$0 in PAGA penalties in a wage and hour class action); *In re Taco Bell Wage & Hour Actions*, 2016
17 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).)
18 Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if they prevailed in
19 establishing the underlying Labor Code violations. Plaintiff is not aware of any Court in California that
20 has awarded the full \$100 per pay period rate, let alone the subsequent rate of \$200 per pay period.

21 29. Plaintiff alleges that Defendants failed to adequately reimburse Plaintiff and Aggrieved
22 Employees for the use of their personal vehicles in direct consequence and discharge of their work
23 duties. Specifically, Plaintiff and Aggrieved Employees were required to use their personal vehicles to
24 run work-related errands, such as dropping off documents at the post office. However, Defendants failed
25 to reimburse Plaintiff and Aggrieved Employees for the costs associated with the use of their personal
26 vehicles. Defendants argued that they provided company vehicles and those who used their personal
27 vehicles did so voluntarily and maintained the majority of Aggrieved Employees used company
28 vehicles.

1 30. Accordingly, Plaintiff applied a 90% discount to this claim and assigned \$100 per
2 violation pursuant to Cal. Lab. Code § 2699(f). Plaintiff estimated that Defendants' exposure for this
3 claim ranged from \$7,630.00 to approximately \$76,300.00.

4 31. Plaintiff alleges that Defendant failed to pay all wages due to Plaintiff and Aggrieved
5 Employees, based on several theories of liability. Defendants failed to pay Aggrieved Employees for
6 all hours worked, failed to pay Aggrieved Employees at the correct regular rate of pay for meal period
7 premiums, overtime and sick pay, and failed to pay all meal premiums owed. As a result, Plaintiff and
8 Aggrieved Employees forfeited compensation, including overtime wages, for all the time they spent
9 working under Defendants' control. A central dispute was Defendant's time-conversion practice.
10 Plaintiff contended that converting time at the pay-period level resulted in underpayment of wages,
11 while Defendants maintained that no underpayment occurred when time was converted on a daily basis.

12 32. Defendants vigorously denied liability for this claim. Defendant contended that the
13 incentive compensation at issue was properly classified and compensated in compliance with applicable
14 law and that any overtime associated with such compensation was appropriately reconciled through
15 Defendant's payroll practices. Defendants also disputed Plaintiff's time-conversion theory and argued
16 that Plaintiff's calculation overstated any alleged underpayment. To the extent Plaintiff alleged
17 underpayment of meal period premiums resulting from regular rate calculations, Defendants argued that
18 any such underpayment is de minimis and did not support the scope of liability alleged. In addition, any
19 alleged regular rate of pay ("RROP") violations impacted only a small percentage of PAGA pay periods,
20 substantially limiting any potential exposure.

21 33. Accordingly, Plaintiff applied an 85% discount to this claim and assigned \$50 per
22 violation due to the reasons stated above. The discount accounted for the litigation risk created by the
23 competing time-conversion methodologies, as well as Defendants' limited-exposure arguments.
24 Plaintiff estimated that Defendants' exposure for this claim ranged from \$66,967.50 to approximately
25 \$446,450.00.

26 34. Plaintiff further alleges that Defendants provided facially non-compliant wage statements
27 in violation of Labor Code 226(a). Specifically, Plaintiff alleges that Defendants expressly violated
28 Labor Code section 226(a) because they failed to pay Aggrieved Employees for all hours worked, failed

1 to pay Aggrieved Employees at the correct regular rate of pay for meal period premiums, overtime and
2 sick pay, and failed to pay all meal premiums owed.

3 35. Defendants argue that even if they failed to furnish accurate wage statements, Plaintiffs
4 cannot establish that their failure was knowing and intentional or that such failure resulted in actual
5 harm to the Aggrieved Employees. Further, Defendants argue that this claim is derivative of the other
6 claims asserted by Plaintiff, and that any such penalties associated with this claim would constitute
7 improper “stacking.”

8 36. Accordingly, Plaintiff applied a 75% discount to this claim and assigned \$100 per
9 violation. Plaintiff estimated that Defendants’ exposure for this claim ranged from \$3,240,000 to
10 approximately \$4,050,000.

11 37. In light of the above, the Gross Settlement Amount is between approximately 71.38%
12 (“Realistic Penalties”) and 15.88% (“Maximum Penalties”) of Defendants’ potential PAGA exposure.
13 The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through
14 continued litigation.

15 38. Defendants’ maximum exposure to PAGA penalties is not a realistic outcome of the
16 litigation because it fails to account for the risks of continued litigation including, but not limited to,
17 Defendants’ defenses. Here, Defendants argue that they can only be assessed civil penalties for actual
18 violations of the Labor Code. See Cal. Lab. Code § 2699, subd. (f)(2). In other words, to recover any
19 civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v.*
20 *McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) [“Given the statutory
21 language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not
22 proven suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff would need to
23 prove each Aggrieved Employee was subject to the alleged Labor Code violation. Thus, Defendants
24 contend that Plaintiff would be required to “prove Labor Code violations with respect to each and every
25 individual on whose behalf plaintiff seeks to recover civil penalties under PAGA.” (*Hibbs-Rines v.*
26 *Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

27 39. Lastly, the maximum penalty figure does not consider that Courts have complete
28 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,

1 based on the facts and circumstances of the particular case, to do otherwise would result in an award
2 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699, subd. (e)(2).) In fact,
3 courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. (See e.g. *Carrington*
4 *v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
5 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
6 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
7 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal. App. 5th 778, 788 (2018),
8 review granted on other grounds (noting that the trial court “exercised its discretion to reduce the
9 [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were
10 deprived of 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047,
11 *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for
12 plaintiffs’ section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries
13 as a result of the erroneous wage statements and made no complaints about the errors or omissions in
14 the wage statements, thus reducing the maximum penalty by 82%); see also, *Gola v. University of San*
15 *Francisco*, San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision,
16 dated July 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown
17 bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty).) The
18 gross amount obtained by PAGA Counsel is reasonable in light of Defendants’ arguments.

19 40. Given Defendants’ defenses to the claimed Labor Code violations at issue, and the risks
20 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
21 is fair and reasonable. This Settlement was negotiated by experienced counsel at arm’s length. The
22 LWDA has been provided notice of this motion and the PAGA Settlement, and the decision of LWDA
23 to accept the PAGA Settlement and not oppose the motion should be given considerable weight.
24 Moreover, the LWDA is a sophisticated government entity that can assert and protect its own rights.

25 41. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
26 Code § 2699(s) does not require that a court approve any other elements of the proposed settlement.
27 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
28 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court

only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as explained herein, the settlement terms for attorneys' fees and costs are reasonable.

IV. PLAINTIFF'S COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND REASONABLE

42. Plaintiff's Counsel seeks approval of the PAGA Counsel's Fees Payment and PAGA Counsel Litigation Expenses Payment, comprised of PAGA Counsel's Fees Payment in the amount of one-third of the Gross Settlement Amount, calculated to be \$168,333.33, and reimbursement of PAGA Counsel's Litigation Expenses of \$31,188.31. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experienced wage and hour counsel.

43. The requested PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment comprised of \$168,333.33 for attorneys' fees and reimbursement of actually incurred litigation expenses of \$31,188.31, is fair, reasonable, and justified by the result achieved. (Agreement at § 3.2.1.)

44. Plaintiff's Counsel negotiated a recovery of Five Hundred Five Thousand Dollars and Zero Cents (\$505,000.00), and this result justifies the requested fees equal to one-third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendants' defenses to the merits of the case created difficulties with proof and complex legal issues for Plaintiff's Counsel to overcome. Here, several defenses asserted by Defendants present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendants asserted that its employment practices complied with all applicable labor laws. If successful, Defendants' factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendants maintain that these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible because, in Plaintiff's Counsels' eyes, Plaintiff's Counsel was

1 able to persuade Defendants that there was an appreciable risk that Plaintiff would prevail on the factual
2 and legal issues underlying liability and overcome difficulties in proof as to monetary relief.

3 45. As detailed in Plaintiff's Counsels' time and billing records submitted herewith,
4 Plaintiff's Counsels' current combined loadstar is \$177,550.00.

5 46. Thus, Plaintiff's Counsels' fee request is equal to Plaintiff's Counsel's loadstar with a
6 **negative** multiplier of 0.95.

7 47. Prior to incurring costs for filing this motion, Plaintiff's Counsel collectively expended
8 \$31,188.31 prosecuting this action (JCL Law Firm, APC - \$16,290.72, and Zakay Law Group, APLC -
9 \$14,897.59).

10 48. Plaintiff's Counsel's out-of-pocket expenses are the types of expenses normally charged
11 to paying clients including the following: filing fees; copying; postage; factual and legal research
12 charges; and mediation fees; which were all incurred during, and were necessary for the successful
13 prosecution of, the litigation and, therefore, should be reimbursed.

14 49. Plaintiff is represented by competent and experienced counsel to pursue her claims. I am
15 qualified to represent the Plaintiff, the State of California, and the Class Members. I have experience
16 with wage and hour class and representative actions litigation like this matter, and employment matters
17 in general. I can, will and have adequately represented the interests of the Plaintiff and Settlement Class
18 Members throughout this action.

19 50. My primary practice has been employment law throughout my entire legal career. I have
20 handled a number of wage and hour matters, including individual actions, class actions, and
21 representative PAGA actions, on behalf of plaintiffs. The following is a list of wage and hour class
22 and/or PAGA actions where I served as counsel and in which final settlement approval was granted:
23 *See generally Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No.
24 63703 (April 13, 2023); *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No.
25 21STCV38452 (July 27, 2023); *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No.
26 19STCV28155 (August 1, 2023); *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case
27 No. CVRI2201491 (October 5, 2023); *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles
28 Superior Court Case No. 21STCV43314 (October 12, 2023); *Coles v. Carefusion Resources LLC, et.*

1 *al. San Diego Superior Court Case No. 37-2022-00048696-CU-OE-CTL (March 25, 2024); Thomas v.*
2 *Center for Elder's Independence Alameda Superior Court Case No. 22CV024221 (July 2, 2024); Klein*
3 *v. RedZone Security, Inc., Riverside Superior Court Case No. CVRI2202841 (August 15, 2024); Nunez*
4 *v. Titan AG, et. al. Tulare Superior Court Case No. VCU296822 (February 4, 2025); Rene v. Koch Filter*
5 *Corporation Riverside Superior Court Case No. CVRI2300700 (March 11, 2025); Winn v. City Electric*
6 *Supply Company San Diego Superior Court Case No. 37-2023-0004023 1-CU-OE-CTL (March 13,*
7 *2025); Gamble v. AirX Utility Surveyors, Inc. San Diego Superior Court Case No. 37-2022-00042178-*
8 *CU-OE-CTL (March 14, 2025); Garcia v. ConvergeOne San Bernardino Superior Court Case No.*
9 *CIVSB2305464 (May 12, 2025); Lowe v. Ash's First LLC, et al San Diego Superior Court Case No.*
10 *37-2023-00031528-CU-OE-CTL (August 8, 2025). Solis v. 51st St. & 8th Ave. Corp., et al, San Diego*
11 *Superior Court Case No. 37-2023-00031528-CU-OE-CTL (August 8, 2025); Natasha Taylor v. The*
12 *West Oakland Health Council, Alameda Superior Court Case No. RG20049604; Rigoberto Monroy v.*
13 *Donsuemor, Inc., Alameda Superior Court Case No. 22CV011917 (September 25, 2025); Ajero v.*
14 *Wildcat Discovery Technologies, Inc. San Diego Superior Court Case No. 37-2023-00055145-CU-OE-*
15 *CTL (December 5, 2025).*

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this 9th day of September 2026 at San Diego, California.

19
20 **JCL LAW FIRM, APC**

21 By: Sydney Castillo-Johnson
22 Sydney Castillo-Johnson, Esq.
23 Attorney for PLAINTIFF
24
25
26
27
28

EXHIBIT 1

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement (“the Agreement”) is made by and between Plaintiff Devonte Rojo (“Plaintiff”), on behalf of himself and other current and former aggrieved employees, on the one hand, and Defendants Forest Lawn Mortuary and Forest Lawn Memorial-Park Association (collectively “Defendants”), on the other. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the representative action alleging wage and hour violations against Defendants, styled *Devonte Rojo v. Forest Lawn Mortuary, et al.*, Los Angeles County Superior Court Case No. 23STCV02200, which Plaintiff initiated on February 1, 2023.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator shall be paid from the Gross Settlement Amount to reimburse it for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession, including the Aggrieved Employee’s name, last known mailing address, Social Security number, and number of PAGA Pay Periods said person worked.
- 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. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Fisher & Phillips, LLP.
- 1.9. “Effective Date” means the date the Court enters the Judgment.
- 1.10. “Gross Settlement Amount” means Five Hundred and Five Thousand Dollars and Zero Cents (\$505,000.00), which is the total amount Defendants agree to pay in the Settlement. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.11. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

- 1.12. “Judgment” means the judgment entered by the Court based upon an order granting final approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency identified in California Labor Code, section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA, pursuant to California Labor Code, section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) the PAGA Counsel Fees Payment; (ii) the PAGA Counsel Litigation Expenses Payment; and (iii) the Administration Expenses Payment. The remaining funds are to be paid to the Aggrieved Employees as the Individual PAGA Payments.
- 1.16. “Notice” means the Notice by the Administrator in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Aggrieved Employee’s last known addresses, and which will provide Aggrieved Employees with information regarding the Action and information regarding the settlement of the Action.
- 1.17. “PAGA Counsel” means Jean-Claude Lapuyade of JCL Law Firm, APC, and Shani O. Zakay of Zakay Law Group, APLC, the attorneys representing Plaintiff in the Action.
- 1.18. “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.
- 1.19. “PAGA Notice” means Plaintiff’s February 1, 2023 letter to Defendants and the LWDA, providing notice pursuant to California Labor Code, section 2699.3, subd. (a).
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.21. “PAGA Period” means the period from February 1, 2022, through May 15, 2026.
- 1.22. “PAGA” means the Private Attorneys General Act, codified at California Labor Code, section 2698, et seq.
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the Released PAGA Claims.
- 1.24. “Released PAGA Claims” means all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff’s PAGA Notice, and limited to the specific facts and theories stated in each, which include violations of California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violation of applicable Industrial Welfare Commission Wage Order(s), and pursuant to California Labor Code, section 2699.5, and which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful

termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

- 1.25. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, trustees, and affiliates.
- 1.26. "Settlement" means the disposition of the Action effected by the Agreement and the Judgment.

2. RECITALS.

- 2.1. On February 1, 2023, Plaintiff served a Notice of Violations pursuant to the California Private Attorneys General Act ("PAGA") on Defendants and the California Labor & Workforce Development Agency ("LWDA");
- 2.1. On February 1, 2023, Plaintiff commenced the Action asserting causes of action 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 Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged in the Action.
- 2.2. On April 13, 2023, Plaintiff filed a First Amended Complaint against Defendants to allege a ninth cause of action for Violations of the Private Attorneys General Act [Cal. Lab. Code §§ 2698 et seq].
- 2.3. On June 21, 2023, Plaintiff filed a Second Amended Complaint against Defendants alleging a single cause of action for Violations of the Private Attorneys General Act [Cal. Lab. Code §§ 2698 et seq.].
- 2.4. On August 18, 2025, the Parties participated in a full-day mediation presided over by neutral Steven J. Serratore, which led to an agreement to settle the Action, on the terms set forth herein.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount: Defendants promise to pay Five Hundred and Five Thousand Dollars and Zero Cents (\$505,000.00), and no more, as the Gross Settlement Amount. Defendants do not have any obligation to pay the Gross Settlement Amount, or any portion thereof, prior to the deadline stated in Section 4.4, below. The Administrator shall disburse

the entire Gross Settlement Amount, as set forth in Section 4.5, below, without asking or requiring any of the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendants.

3.2. Payments from the Gross Settlement Amount: The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement:

3.2.1. To PAGA Counsel: Defendants shall not oppose requests by PAGA Counsel to approve payments for the PAGA Counsel Fees Payment, which is currently estimated to be in the amount of \$168,333.33, and the PAGA Counsel Litigation Expenses Payment, which shall not exceed \$45,000.00. Plaintiff and/or PAGA Counsel shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall not have any liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, holds the Released Parties harmless and indemnifies the Released Parties from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: The Administration Expenses Payment, not to exceed Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500), except upon a showing of good cause and as approved by the Court. To the extent the expenses actually incurred by the Administrator are less than said amount, or the Court approves the Administration Expenses Payment in an amount less than said amount, the Administrator shall allocate the remaining funds to the Net Settlement Amount.

3.2.3. To the LWDA and the Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator shall calculate each of the Individual PAGA Payments by: (a) dividing the total amount of the Aggrieved Employees' collective 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods the Aggrieved Employees collectively worked during the PAGA Period; and (b) multiplying the resulting sum by the number of PAGA Pay Periods for the given Aggrieved Employee. The Aggrieved Employees assume full responsibility and liability for any taxes that may be owed on their Individual PAGA Payments.

3.2.3.2. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099, to the extent required by law.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Data: Within five (5) days from Plaintiff's execution of the Agreement, Defendants shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement, and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. Funding of the Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount by transmitting the sum of the Gross Settlement Amount to the Administrator no later than sixty-five (65) days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount: Within fifteen (15) days of Defendants' funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment, to the checks' respective addressees, as set forth herein. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede the initial disbursement of the Individual PAGA Payments.
- 4.3.1. The Administrator shall issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator shall cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the respective recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator shall conduct the Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable, without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail said check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take any further steps to deliver checks to any of the Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, provided that the Aggrieved Employee requests same prior to the void date.
- 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel shall release, and shall be deemed to have released, claims against the Released Parties as follows:

- 5.1. Release by the Aggrieved Employees: All of the Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns (“the Aggrieved Employee Releasers”), the Released Parties of all Released PAGA Claims.
- 5.2. Release by PAGA Counsel: PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors, and assigns (“the PAGA Counsel Releasers”), the Released Parties from all claims for attorneys’ fees and expenses incurred to prosecute the Action, or incurred in relation to the Action or the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties shall jointly prepare and file an application or motion for approval of the Settlement, as follows:

- 6.1. Responsibilities of PAGA Counsel: PAGA Counsel will file the application or motion for approval of the Settlement in the Action.
- 6.2. Duty to Cooperate: If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring 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 APEX Class Action to serve as the Administrator and have verified that, as a condition of appointment, APEX Class Action agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective 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 to 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 United States 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 the Agreement or otherwise.

8. AGGRIEVED EMPLOYEE AND PAY PERIOD ESTIMATES.

Based on a review of its records as of August 6, 2025, Defendants estimates there were **724** Aggrieved Employees who worked a total of **46,303** PAGA Pay Periods during the PAGA Pay Period.

9. CONTINUING JURISDICTION OF THE COURT.

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

10. ADDITIONAL PROVISIONS.

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

- 10.5 No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by any of the Parties to the Agreement.
- 10.6 No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Part 10, as amended), or otherwise.
- 10.7 Modification of Agreement: The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors: The Agreement shall 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 the Agreement and Exhibit A shall 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 the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.
- 10.11 Confidentiality: To the extent permitted by law, all agreements made, and orders entered during the Action and in the Agreement relating to the confidentiality of information shall survive the execution of the Agreement.
- 10.12 Use and Return of the Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to California Evidence Code, section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for 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 ninety (90) days after the Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 10.13 Headings: The descriptive heading of any section or paragraph of the Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.
- 10.14 Calendar Days: Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the 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 the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC

Jean-Claude Lapuyade

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay

shani@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

To Defendants:

FISHER & PHILLIPS

Todd B. Scherwin

tscherwin@fisherphillips.com

Nicole Golob

ngolob@fisherphillips.com

444 South Flower Street, Suite 1500

Los Angeles, California 90071

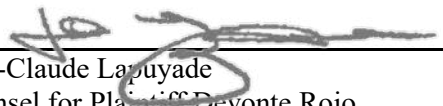
Tel.: (213) 330-4500

Fax: (213) 330-4501

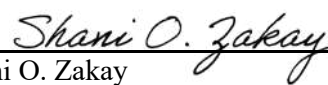
- 10.16 Execution in Counterparts: The Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of the Agreement shall be accepted as and constitute an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of the Agreement.
- 10.17 Stay of Litigation: The Parties agree that upon the execution of the Agreement, the Action shall be stayed, except to effectuate the terms of the Agreement. The Parties further agree upon the execution of the Agreement, pursuant to California Code of Civil Procedure, section 583.330, the date to bring a case to trial under California Code of Civil Procedure, section 583.310, shall be extended for the entire period of the settlement process as set forth in the Agreement.

FOR PLAINTIFF DEVONTE ROJO:

Dated: June 25, 2026

By: 
Jean-Claude Lapuyade
Counsel for Plaintiff Devonte Rojo

Dated: June 26, 2026

By: 
Shani O. Zakay
Counsel for Plaintiff Devonte Rojo

FOR DEFENDANTS FOREST LAWN MORTUARY:

Dated: _____

By: _____
Todd B. Scherwin
Counsel for Defendant Forest Lawn Mortuary

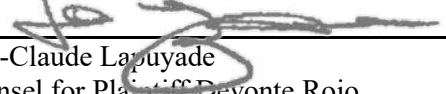
FOR DEFENDANTS FOREST LAWN MEMORIAL-PARK ASSOCIATION:

Dated: _____

By: _____
Todd B. Scherwin
Counsel for Defendant Forest Lawn Memorial-
Park Association

FOR PLAINTIFF DEVONTE ROJO:

Dated: June 25, 2026

By: 
Jean-Claude Lapuyade
Counsel for Plaintiff Devonte Rojo

Dated: _____

By: _____
Shani O. Zakay
Counsel for Plaintiff Devonte Rojo

FOR DEFENDANTS FOREST LAWN MORTUARY:

Dated: June 25, 2026

By: 
Todd B. Scherwin
Counsel for Defendant Forest Lawn Mortuary

FOR DEFENDANTS FOREST LAWN MEMORIAL-PARK ASSOCIATION:

Dated: June 25, 2026

By: 
Todd B. Scherwin
Counsel for Defendant Forest Lawn Memorial-Park Association

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Defendant Forest Lawn Mortuary and Defendant Forest Lawn Memorial-Park Association (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code, section 2698 *et seq.* (“PAGA”). Plaintiff Devonte Rojo (“Plaintiff”) alleges that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for necessary business expenses, and not timely paid all wages purportedly due during and at the end of employment.

Defendants deny these claims and deny that they owe any penalties. However, to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf all current and former non-exempt employees who worked for Defendants in California at any time from February 1, 2022, through May 15, 2026 (the “PAGA Period”).

According to Defendant’s records, you are one of these employees and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in *Devonte Rojo v. Forest Lawn Mortuary, et al.*, Los Angeles County Superior Court Case No. 23STCV02200 (the “Action”). The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants, including each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, trustees, and affiliates (“Released Parties”). The Released PAGA Claims include all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff’s PAGA Notice, and limited to the specific facts and theories stated in each, which include violations of California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violation of applicable Industrial Welfare Commission Wage Order(s), and pursuant to California Labor Code, section 2699.5, and which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Settlement Administrator: Apex Class Action LLC, located at P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“the Agreement”) is made by and between Plaintiff Devonte Rojo (“Plaintiff”), on behalf of himself and other current and former aggrieved employees, on the one hand, and Defendants Forest Lawn Mortuary and Forest Lawn Memorial-Park Association (collectively “Defendants”), on the other. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the representative action alleging wage and hour violations against Defendants, styled *Devonte Rojo v. Forest Lawn Mortuary, et al.*, Los Angeles County Superior Court Case No. 23STCV02200, which Plaintiff initiated on February 1, 2023.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator shall be paid from the Gross Settlement Amount to reimburse it for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession, including the Aggrieved Employee’s name, last known mailing address, Social Security number, and number of PAGA Pay Periods said person worked.
- 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. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Fisher & Phillips, LLP.
- 1.9. “Effective Date” means the date the Court enters the Judgment.
- 1.10. “Gross Settlement Amount” means Five Hundred and Five Thousand Dollars and Zero Cents (\$505,000.00), which is the total amount Defendants agree to pay in the Settlement. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.11. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

- 1.12. “Judgment” means the judgment entered by the Court based upon an order granting final approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency identified in California Labor Code, section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA, pursuant to California Labor Code, section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) the PAGA Counsel Fees Payment; (ii) the PAGA Counsel Litigation Expenses Payment; and (iii) the Administration Expenses Payment. The remaining funds are to be paid to the Aggrieved Employees as the Individual PAGA Payments.
- 1.16. “Notice” means the Notice by the Administrator in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Aggrieved Employee’s last known addresses, and which will provide Aggrieved Employees with information regarding the Action and information regarding the settlement of the Action.
- 1.17. “PAGA Counsel” means Jean-Claude Lapuyade of JCL Law Firm, APC, and Shani O. Zakay of Zakay Law Group, APLC, the attorneys representing Plaintiff in the Action.
- 1.18. “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.
- 1.19. “PAGA Notice” means Plaintiff’s February 1, 2023 letter to Defendants and the LWDA, providing notice pursuant to California Labor Code, section 2699.3, subd. (a).
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.21. “PAGA Period” means the period from February 1, 2022, through the date in which the total number of Pay Periods worked by the Aggrieved Employees reaches 46,000.
- 1.22. “PAGA” means the Private Attorneys General Act, codified at California Labor Code, section 2698, et seq.
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the Released PAGA Claims.
- 1.24. “Released PAGA Claims” means all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff’s PAGA Notice, and limited to the specific facts and theories stated in each, which include violations of California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violation of applicable Industrial Welfare Commission Wage Order(s), and pursuant to California Labor Code, section 2699.5, and which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful

termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

- 1.25. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, trustees, and affiliates.
- 1.26. "Settlement" means the disposition of the Action effected by the Agreement and the Judgment.

2. RECITALS.

- 2.1. On February 1, 2023, Plaintiff served a Notice of Violations pursuant to the California Private Attorneys General Act ("PAGA") on Defendants and the California Labor & Workforce Development Agency ("LWDA");
- 2.1. On February 1, 2023, Plaintiff commenced the Action asserting causes of action 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 Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged in the Action.
- 2.2. On April 13, 2023, Plaintiff filed a First Amended Complaint against Defendants to allege a ninth cause of action for Violations of the Private Attorneys General Act [Cal. Lab. Code §§ 2698 et seq].
- 2.3. On June 21, 2023, Plaintiff filed a Second Amended Complaint against Defendants alleging a single cause of action for Violations of the Private Attorneys General Act [Cal. Lab. Code §§ 2698 et seq.].
- 2.4. On August 18, 2025, the Parties participated in a full-day mediation presided over by neutral Steven J. Serratore, which led to an agreement to settle the Action, on the terms set forth herein.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount: Defendants promise to pay Five Hundred and Five Thousand Dollars and Zero Cents (\$505,000.00), and no more, as the Gross Settlement Amount. Defendants do not have any obligation to pay the Gross Settlement Amount, or any portion thereof, prior to the deadline stated in Section 4.4, below. The Administrator shall disburse

the entire Gross Settlement Amount, as set forth in Section 4.5, below, without asking or requiring any of the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendants.

- 3.2. Payments from the Gross Settlement Amount: The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement:

3.2.1. To PAGA Counsel: Defendants shall not oppose requests by PAGA Counsel to approve payments for the PAGA Counsel Fees Payment, which is currently estimated to be in the amount of \$168,333.33, and the PAGA Counsel Litigation Expenses Payment, which shall not exceed \$45,000.00. Plaintiff and/or PAGA Counsel shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall not have any liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, holds the Released Parties harmless and indemnifies the Released Parties from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: The Administration Expenses Payment, not to exceed Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500), except upon a showing of good cause and as approved by the Court. To the extent the expenses actually incurred by the Administrator are less than said amount, or the Court approves the Administration Expenses Payment in an amount less than said amount, the Administrator shall allocate the remaining funds to the Net Settlement Amount.

3.2.3. To the LWDA and the Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator shall calculate each of the Individual PAGA Payments by: (a) dividing the total amount of the Aggrieved Employees' collective 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods the Aggrieved Employees collectively worked during the PAGA Period; and (b) multiplying the resulting sum by the number of PAGA Pay Periods for the given Aggrieved Employee. The Aggrieved Employees assume full responsibility and liability for any taxes that may be owed on their Individual PAGA Payments.

3.2.3.2. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099, to the extent required by law.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. **Aggrieved Employee Data:** Within five (5) days from Plaintiff's execution of the Agreement, Defendants shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement, and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. **Funding of the Gross Settlement Amount:** Defendants shall fully fund the Gross Settlement Amount by transmitting the sum of the Gross Settlement Amount to the Administrator no later than sixty-five (65) days after the Effective Date.
- 4.3. **Payments from the Gross Settlement Amount:** Within fifteen (15) days of Defendants' funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment, to the checks' respective addressees, as set forth herein. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede the initial disbursement of the Individual PAGA Payments.
 - 4.3.1. The Administrator shall issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator shall cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the respective recipients' mailing addresses using the National Change of Address Database.
 - 4.3.2. The Administrator shall conduct the Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable, without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail said check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take any further steps to deliver checks to any of the Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, provided that the Aggrieved Employee requests same prior to the void date.
 - 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel shall release, and shall be deemed to have released, claims against the Released Parties as follows:

- 5.1. Release by the Aggrieved Employees: All of the Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns (“the Aggrieved Employee Releasers”), the Released Parties of all Released PAGA Claims.
- 5.2. Release by PAGA Counsel: PAGA Counsel releases, on behalf of its present and former attorneys, employees, agents, successors, and assigns (“the PAGA Counsel Releasers”), the Released Parties from all claims for attorneys’ fees and expenses incurred to prosecute the Action, or incurred in relation to the Action or the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties shall jointly prepare and file an application or motion for approval of the Settlement, as follows:

- 6.1. Responsibilities of PAGA Counsel: PAGA Counsel will file the application or motion for approval of the Settlement in the Action.
- 6.2. Duty to Cooperate: If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring 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 APEX Class Action to serve as the Administrator and have verified that, as a condition of appointment, APEX Class Action agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective 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 to 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 United States 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 the Agreement or otherwise.

8. AGGRIEVED EMPLOYEE AND PAY PERIOD ESTIMATES.

Based on a review of its records as of August 6, 2025, Defendants estimates there were **724** Aggrieved Employees who worked a total of **46,000** PAGA Pay Periods during the PAGA Pay Period.

9. CONTINUING JURISDICTION OF THE COURT.

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

10. ADDITIONAL PROVISIONS.

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

- 10.5 No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by any of the Parties to the Agreement.
- 10.6 No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Part 10, as amended), or otherwise.
- 10.7 Modification of Agreement: The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors: The Agreement shall 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 the Agreement and Exhibit A shall 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 the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.
- 10.11 Confidentiality: To the extent permitted by law, all agreements made, and orders entered during the Action and in the Agreement relating to the confidentiality of information shall survive the execution of the Agreement.
- 10.12 Use and Return of the Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to California Evidence Code, section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for 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 ninety (90) days after the Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 10.13 Headings: The descriptive heading of any section or paragraph of the Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.
- 10.14 Calendar Days: Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the 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 the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC

Jean-Claude Lapuyade

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay

shani@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

To Defendants:

FISHER & PHILLIPS

Todd B. Scherwin

tscherwin@fisherphillips.com

Nicole Golob

ngolob@fisherphillips.com

444 South Flower Street, Suite 1500

Los Angeles, California 90071

Tel.: (213) 330-4500

Fax: (213) 330-4501

- 10.16 Execution in Counterparts: The Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of the Agreement shall be accepted as and constitute an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of the Agreement.
- 10.17 Stay of Litigation: The Parties agree that upon the execution of the Agreement, the Action shall be stayed, except to effectuate the terms of the Agreement. The Parties further agree upon the execution of the Agreement, pursuant to California Code of Civil Procedure, section 583.330, the date to bring a case to trial under California Code of Civil Procedure, section 583.310, shall be extended for the entire period of the settlement process as set forth in the Agreement.

FOR PLAINTIFF DEVONTE ROJO:

Dated: 03/03/2026

By: 
Devonte Rojo (Mar 3, 2026 11:15:49 PST)
Devonte Rojo

Dated: March 03, 2026

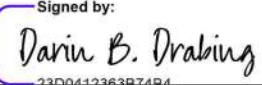
By: 
Jean-Claude Lapuyade
Counsel for Plaintiff Devonte Rojo

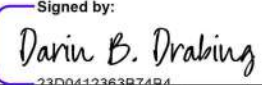
Dated: March 04, 2026

By: 
Shani O. Zakay
Counsel for Plaintiff Devonte Rojo

FOR DEFENDANTS FOREST LAWN MORTUARY:

Dated: 3/10/2026

By: 
23D0412363B74B4
On Behalf of Forest Lawn Mortuary

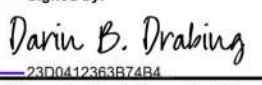
Signed by: 
Initial MS

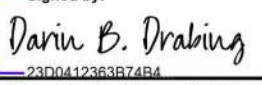
Dated: March 10, 2026

By: 
Todd B. Scherwin
Counsel for Defendant Forest Lawn Mortuary

FOR DEFENDANTS FOREST LAWN MEMORIAL-PARK ASSOCIATION:

Dated: 3/10/2026

By: 
23D0412363B74B4
On Behalf of Forest Lawn Memorial-Park Association

Signed by: 
Initial MS

Dated: March 10, 2026

By: 
Todd B. Scherwin
Counsel for Defendant Forest Lawn Memorial-Park Association

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Defendant Forest Lawn Mortuary and Defendant Forest Lawn Memorial-Park Association (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code, section 2698 *et seq.* (“PAGA”). Plaintiff Devonte Rojo (“Plaintiff”) alleges that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for necessary business expenses, and not timely paid all wages purportedly due during and at the end of employment.

Defendants deny these claims and deny that they owe any penalties. However, to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf all current and former non-exempt employees who worked for Defendants in California at any time from February 1, 2022, through _____ (the “PAGA Period”).

According to Defendant’s records, you are one of these employees and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in *Devonte Rojo v. Forest Lawn Mortuary, et al.*, Los Angeles County Superior Court Case No. 23STCV02200 (the “Action”). The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants, including each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, trustees, and affiliates (“Released Parties”). The Released PAGA Claims include all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff’s PAGA Notice, and limited to the specific facts and theories stated in each, which include violations of California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violation of applicable Industrial Welfare Commission Wage Order(s), and pursuant to California Labor Code, section 2699.5, and which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Settlement Administrator: Apex Class Action LLC, located at P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

EXHIBIT 3



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client #58401

February 1, 2023

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

FOREST LAWN MORTUARY

c/o Susan Rule Sandler
1712 S. Glendale Avenue
Glendale, CA 91205

Via Certified U.S. Mail with Return Receipt No. 7022 2410 0003 0424 2975

FOREST LAWN MEMORIAL-PARK ASSOCIATION

c/o Susan E Sandler
1712 S. Glendale Avenue
Glendale, CA 91205

Via Certified U.S. Mail with Return Receipt No. 7022 3330 0000 0722 4553

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff DEVONTE ROJO (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendants FOREST LAWN MORTUARY (“Defendant Forest Lawn Mortuary”) and FOREST LAWN MEMORIAL-PARK ASSOCIATION (“Defendant Forest Lawn Memorial-Park”) (collectively, “Defendants”). Plaintiff was employed by Defendants from January of 2019 to February of 2022, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him, and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant Forest Lawn Mortuary and/or Defendant Forest Lawn Memorial-Park in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, 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.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *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 California employees.

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

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DEVONTE ROJO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

FOREST LAWN MORTUARY, a California
corporation; FOREST LAWN MEMORIAL-
PARK ASSOCIATION, a California
corporation; and DOES 1-50, 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;

- 1 6) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 7) FAILURE TO PROVIDE WAGES WHEN
5 DUE IN VIOLATION OF CAL. LAB.
6 CODE §§ 201, 202 AND 203;
7 8) FAILURE TO PROVIDE ACCURATE
8 ITEMIZED STATEMENTS IN
9 VIOLATION OF CAL. LAB. CODE § 226.

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFF DEVONTE ROJO (“PLAINTIFF”), an individual, on behalf of himself and all
12 other similarly situated current and former employees, allege on information and belief, except for
13 his own acts and knowledge which are based on personal knowledge, the following:

14 **PRELIMINARY ALLEGATIONS**

15 1. Defendant FOREST LAWN MORTUARY (“Defendant Forest Lawn Mortuary”)
16 is a California corporation that at all relevant times mentioned herein conducted and continues to
17 conduct substantial and regular business throughout California

18 2. Defendant FOREST LAWN MEMORIAL-PARK ASSOCIATION (“Defendant
19 Forest Lawn Memorial-Park”) is a California corporation that at all relevant times mentioned
20 herein conducted and continues to conduct substantial and regular business throughout California.

21 3. Defendant Forest Lawn Mortuary and Defendant Forest Lawn Memorial-Park
22 were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF
23 and by the company PLAINTIFF performed work for respectively and are therefore jointly
24 responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or
25 “DEFENDANT.”

26 4. DEFENDANTS operate funeral businesses throughout the state of California,
27 including in the county of Los Angeles, where PLAINTIFF worked.

28 5. PLAINTIFF was employed by DEFENDANT in California from January of 2019
to February of 2022 as a non-exempt employee, paid an hourly basis and entitled to the legally
required meal and rest periods and payment of minimum and overtime wages due for all time
worked.

1 6. PLAINTIFF brings this Class Action on behalf of himself and a California class,
2 defined as all persons who are or previously were employed by Defendant Forest Lawn Mortuary
3 and/or Defendant Forest Lawn Memorial-Park in California and classified as non-exempt
4 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years
5 prior to the filing of this Complaint and ending on the date as determined by the Court (the
6 "CLASS PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA
7 CLASS Members is under five million dollars (\$5,000,000.00).

8 7. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
9 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
10 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
11 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
12 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
13 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
14 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
15 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
16 other members of the CALIFORNIA CLASS who have been economically injured by
17 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
18 relief.

19 8. The true names and capacities, whether individual, corporate, subsidiary,
20 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
21 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
22 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
23 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
24 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
25 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
26 inclusive, are responsible in some manner for one or more of the events and happenings that
27 proximately caused the injuries and damages hereinafter alleged.
28

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

10. DEFENDANTS were PLAINTIFF’S employers or persons acting on behalf of the PLAINTIFF’S employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

11. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

12. DEFENDANT's uniform policies and practices alleged herein were unlawful, unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

13. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and other members of the CALIFORNIA CLASS who has been economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

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

15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs the CALIFORNIA CLASS across California, including in this County, and committed the wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

16. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

1 **A. Meal Period Violations**

2 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
3 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
4 meaning the time during which an employee is subject to the control of an employer, including
5 all the time the employee is suffered or permitted to work. From time to time during the CLASS
6 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
7 without paying them for all the time they were under DEFENDANT's control. Specifically,
8 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
9 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not
10 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
11 Members forfeited minimum wage and overtime compensation by regularly working without their
12 time being accurately recorded and without compensation at the applicable minimum wage and
13 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
14 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
15 records.

16 18. From time to time during the CLASS PERIOD, as a result of their rigorous work
17 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
18 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
19 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
20 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
21 more than five (5) hours during some shifts without receiving a meal break. Further,
22 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
23 off-duty meal period for some workdays in which these employees are required by DEFENDANT
24 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
25 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
26 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
27 CALIFORNIA CLASS Members were, from time to time, required to remain on premises, on
28 duty, on call, and on the premises. Further, DEFENDANT required PLAINTIFF and the

1 CALIFORNIA CLASS Members to maintain cordless communication devices on them during
2 meal periods in order to receive and respond to work-related communications. DEFENDANT's
3 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
4 meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF and other members
5 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and
6 in accordance with DEFENDANT's strict corporate policy and practice.

7 **B. Rest Period Violations**

8 19. From time to time during the CLASS PERIOD, PLAINTIFF and other
9 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
10 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
11 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
13 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
14 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
15 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
16 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
17 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call
18 and/or on the premises. Further, DEFENDANT required PLAINTIFF and the CALIFORNIA
19 CLASS Members to maintain cordless communication devices on them during their rest periods
20 in order to receive and respond to work-related communications. PLAINTIFF and other
21 CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As
22 a result of their rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFF
23 and other CALIFORNIA CLASS Members were from time to time denied their proper rest
24 periods by DEFENDANT and DEFENDANT's managers.

25 ///

26 **C. Unreimbursed Business Expenses**

27 20. DEFENDANT as a matter of corporate policy, practice, and procedure,
28 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF

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

10 21. In the course of their employment, DEFENDANT required PLAINTIFF and other
11 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell
12 phones and vehicles as a result of and in furtherance of their job duties. Specifically, PLAINTIFF
13 and other CALIFORNIA CLASS Members were required to use their own cell phones and
14 vehicles in order to perform work related tasks. However, DEFENDANT unlawfully failed to
15 reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the personal expenses
16 incurred for the use of their personal cell phones and vehicles. As a result, in the course of their
17 employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS Members
18 incurred unreimbursed business expenses that included, but were not limited to, costs related to
19 the use of their personal cell phones and vehicles, all on behalf of and for the benefit of
20 DEFENDANT.

21 **D. Wage Statement Violations**

22 22. California Labor Code Section 226 required an employer to furnish its employees
23 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
24 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
25 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
26 name of the employee and only the last four digits of the employee's social security number or an
27 employee identification number other than a social security number, (8) the name and address of
28

1 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate by the employee.

3 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other
4 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
5 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
6 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
7 accurate wage statements which failed to show, among other things, all deductions, the total hours
8 worked and all applicable hourly rates in effect during the pay period, and the corresponding
9 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
10 meal and rest periods.

11 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
12 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
13 Cal. Lab. Code § 226.

14 25. As a result, DEFENDANT issued PLAINTIFF and other members of the
15 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
16 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
17 payroll error due to clerical or inadvertent mistake.

18 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

19 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
20 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
21 for all hours worked.

22 27. During the CLASS PERIOD, from time-to-time DEFENDANT required
23 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
24 work, including but not limited to, time spent submitting to pre-shift Covid-19 screenings. This
25 resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while
26 off-the-clock.

27 28. DEFENDANT directed and directly benefited from the undercompensated off-the-
28 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

1 29. DEFENDANT controlled the work schedules, duties, and protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and the other members of the
3 CALIFORNIA CLASS.

4 30. DEFENDANT was able to track the amount of time PLAINTIFF and the other
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
7 wages earned and owed for all the work they performed.

8 31. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
9 exempt employees, subject to the requirements of the California Labor Code.

10 32. DEFENDANT's policies and practices deprived PLAINTIFF and the other
11 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
12 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
13 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
14 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
15 pay.

16 33. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

18 34. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
20 benefit for the time spent working while off-the-clock, including but not limited to, time spent
21 submitting to Covid-19 screenings. DEFENDANT's uniform policy and practice to not pay
22 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
23 accordance with applicable law is evidenced by DEFENDANT's business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 35. From time to time during the CLASS PERIOD, DEFENDANT failed and
27 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
28 Members for their overtime and double time hours worked, meal and rest period premiums, and

1 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
5 the correct rate for all overtime and double time worked, meal and rest period premiums, and
6 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
7 records.

8 36. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
10 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
11 employee's performance.

12 37. The second component of PLAINTIFF's and other CALIFORNIA CLASS
13 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
14 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
15 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
16 basis with bonus compensation when the employees met the various performance goals set by
17 DEFENDANTS.

18 38. However, from-time-to-time, when calculating the regular rate of pay, in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
22 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package.
25 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
27 in a systematic underpayment of overtime and double time compensation, meal and rest period
28 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by

1 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
2 for non-employees shall be calculated in the same manner as the regular rate of pay for the
3 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
4 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
5 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
6 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
7 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

8 39. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
10 matter of company policy, practice, and procedure, intentionally and knowingly failed to
11 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
12 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
13 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
14 of the correct overtime and double time compensation, meal and rest period premiums, and sick
15 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
16 unfair advantage over competitors who complied with the law. To the extent equitable tolling
17 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
18 CLASS PERIOD should be adjusted accordingly.

19 **G. Violations for Untimely Payment of Wages**

20 40. Pursuant to California Labor Code section 204, PLAINTIFF and the
21 CALIFORNIA CLASS members were entitled to timely payment of wages during their
22 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
23 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
24 meal period premium wages, and rest period premium wages within permissible time period.

25 **H. Unlawful Deductions**

26 41. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
27 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
28

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 **I. Unlawful Rounding Practices**

4 42. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
5 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
6 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
7 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
8 practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
9 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
10 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
11 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
12 these employees for all their time worked, including the applicable overtime compensation for
13 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
14 time to time, forfeited compensation for their time worked by working without their time being
15 accurately recorded and without compensation at the applicable overtime rates.

16 43. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
17 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'
18 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful
19 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
20 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
21 receiving an off-duty meal break.

22 **J. Timekeeping Manipulation**

23 44. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
24 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
25 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
26 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
27 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally
28 alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other

1 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours
2 worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed
3 rest break.

4 45. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
5 time-to-time, forfeited time worked by working without their time being accurately recorded and
6 without compensation at the applicable pay rates.

7 46. The mutability of the timekeeping system also allowed DEFENDANTS to alter
8 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
9 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
10 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
11 were not at all times provided an off-duty meal break. This practice is a direct result of
12 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
13 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

14 47. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
15 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
16 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and
17 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
18 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
19 records.

20 48. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
21 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
22 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
23 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
24 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
25 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
26 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
27 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
28 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks

1 without additional compensation and in accordance with DEFENDANT’S strict corporate policy
2 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
3 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
4 for required business expenses related to the personal expenses incurred for the use of his personal
5 cell phone and vehicle, on behalf of and in furtherance of his employment with DEFENDANT.
6 To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and double time
7 compensation still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203.
8 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
9 \$75,000.

10 **CLASS ACTION ALLEGATIONS**

11 49. PLAINTIFF bring this Class Action on behalf of himself, and a California class
12 defined as all persons who are or previously were employed by Defendant Forest Lawn Mortuary
13 and/or Defendant Forest Lawn Memorial-Park in California and classified as non-exempt
14 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years
15 prior to the filing of this Complaint and ending on the date as determined by the Court (the
16 “CLASS PERIOD”).

17 50. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
18 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
19 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
20 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
21 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
22 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

23 51. The members of the class are so numerous that joinder of all class members is
24 impractical.

25 52. Common questions of law and fact regarding DEFENDANT’s conduct, including
26 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
27 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
28 regular rate of compensation for missed meal and rest period premiums, failing to provide legally

1 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
2 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
3 wage and overtime, exist as to all members of the class and predominate over any questions
4 affecting solely any individual members of the class. Among the questions of law and fact
5 common to the class are:

- 6 a. Whether DEFENDANT maintained legally compliant meal period policies and
7 practices;
- 8 b. Whether DEFENDANT maintained legally compliant rest period policies and
9 practices;
- 10 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
11 Members accurate premium payments for missed meal and rest periods;
- 12 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
13 Members accurate overtime wages;
- 14 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
15 Members at least minimum wage for all hours worked;
- 16 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
17 CLASS Members for required business expenses;
- 18 g. Whether DEFENDANT issued legally compliant wage statements;
- 19 h. Whether DEFENDANT committed an act of unfair competition by systematically
20 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
21 CLASS for all time worked;
- 22 i. Whether DEFENDANT committed an act of unfair competition by systematically
23 failing to record all meal and rest breaks missed by PLAINTIFF and other
24 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
25 of this work, required employees to perform this work and permits or suffers to
26 permit this work;

1 j. Whether DEFENDANT committed an act of unfair competition in violation of the
2 UCL, by failing to provide the PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with the legally required meal and rest periods.

4 53. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as
5 a result of DEFENDANT's conduct and actions alleged herein.

6 54. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
7 PLAINTIFF have the same interests as the other members of the class.

8 55. PLAINTIFF will fairly and adequately represent and protect the interests of the
9 CALIFORNIA CLASS Members.

10 56. PLAINTIFF retained able class counsel with extensive experience in class action
11 litigation.

12 57. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
13 interest of the other CALIFORNIA CLASS Members.

14 58. There is a strong community of interest among PLAINTIFF and the members of
15 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
16 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
17 sustained.

18 59. The questions of law and fact common to the CALIFORNIA CLASS Members
19 predominate over any questions affecting only individual members, including legal and factual
20 issues relating to liability and damages.

21 60. A class action is superior to other available methods for the fair and efficient
22 adjudication of this controversy because joinder of all class members is impractical. Moreover,
23 since the damages suffered by individual members of the class may be relatively small, the
24 expense and burden of individual litigation makes it practically impossible for the members of the
25 class individually to redress the wrongs done to them. Without class certification and
26 determination of declaratory, injunctive, statutory, and other legal questions within the class
27 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
28 create the risk of:

- 1 a. Inconsistent or varying adjudications with respect to individual members of the
2 CALIFORNIA CLASS which would establish incompatible standards of conduct
3 for the parties opposing the CALIFORNIA CLASS; and/or,
4 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
5 which would as a practical matter be dispositive of the interests of the other
6 members not party to the adjudication or substantially impair or impeded their
7 ability to protect their interests.

8 61. Class treatment provides manageable judicial treatment calculated to bring an
9 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
10 the conduct of DEFENDANT.

11 **FIRST CAUSE OF ACTION**

12 **Unlawful Business Practices**

13 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

14 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

18 63. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
19 Code § 17021.

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

24 Any person who engages, has engaged, or proposes to engage in unfair competition may
25 be enjoined in any court of competent jurisdiction. The court may make such orders or
26 judgments, including the appointment of a receiver, as may be necessary to prevent the
27 use or employment by any person of any practice which constitutes unfair competition, as
28 defined in this chapter, or as may be necessary to restore to any person in interest any
money or property, real or personal, which may have been acquired by means of such
unfair competition. (Cal. Bus. & Prof. Code § 17203).

1 65. By the conduct alleged herein, DEFENDANT has engaged and continues to
2 engage in a business practice which violates California law, including but not limited to, the
3 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
4 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
5 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
6 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
7 constitute unfair competition, including restitution of wages wrongfully withheld.

8 66. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
9 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
10 or substantially injurious to employees, and were without valid justification or utility for which
11 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
12 Business & Professions Code, including restitution of wages wrongfully withheld.

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

22 68. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
23 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with
25 DEFENDANT.

26 69. By the conduct alleged herein, DEFENDANT's practices were also unfair and
27 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
28

1 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
2 required by Cal. Lab. Code §§ 226.7 and 512.

3 70. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
6 each workday in which a second off-duty meal period was not timely provided for each ten (10)
7 hours of work.

8 71. PLAINTIFF further demands on behalf of himself and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
10 not timely provided as required by law.

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

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

22 74. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
23 and do, seek such relief as may be necessary to restore to them the money and property which
24 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
25 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
26 business practices, including earned but unpaid wages for all time worked.

27 75. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,

1 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
2 engaging in any unlawful and unfair business practices in the future.

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

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

12 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

13 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

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

17 78. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
18 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
19 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

23 80. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a less wage than
25 the minimum so fixed is unlawful.

26 81. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
27 including minimum wage compensation and interest thereon, together with the costs of suit.
28

1 82. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
2 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
3 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 83. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
8 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
9 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

10 84. In committing these violations of the California Labor Code, DEFENDANT
11 inaccurately calculated the correct time worked and consequently underpaid the actual time
12 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
13 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
14 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
15 laws and regulations.

16 85. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
17 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
18 minimum wage compensation for their time worked for DEFENDANT.

19 86. During the CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
21 failure to pay all earned wages.

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

27 88. DEFENDANT knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
3 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
5 for their time worked.

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

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

25 **THIRD CAUSE OF ACTION**

26 **Failure To Pay Overtime Compensation**

27 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

28 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

1 91. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
3 Complaint.

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

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

11 94. Cal. Lab. Code § 510 provides that employees in California shall not be employed
12 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
13 they receive additional compensation beyond their regular wages in amounts specified by law.

14 95. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
15 including minimum and overtime compensation and interest thereon, together with the costs of
16 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
17 than those fixed by the Industrial Welfare Commission is unlawful.

18 96. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
19 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
20 they worked, including overtime work.

21 97. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
22 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
23 implementing a uniform policy and practice that failed to accurately record overtime worked by
24 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
25 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
26 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
27 (12) hours in a workday, and/or forty (40) hours in any workweek.

1 98. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
3 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
4 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
5 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
6 regulations.

7 99. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 overtime compensation for their time worked for DEFENDANT.

10 100. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
11 from the overtime requirements of the law. None of these exemptions are applicable to
12 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
13 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
14 agreement that would preclude the causes of action contained herein this Complaint. Rather,
15 PLAINTIFF bring this Action on behalf of himself, and the CALIFORNIA CLASS, based on
16 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
17 California.

18 101. During the CLASS PERIOD, PLAINTIFF and the other members of the
19 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
20 a failure to pay all earned wages.

21 102. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
22 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
23 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
24 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
25 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT
26 failed to accurately record and pay as evidenced by DEFENDANT's business records and
27 witnessed by employees.

1 103. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
3 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
4 CLASS have suffered and will continue to suffer an economic injury in amounts which are
5 presently unknown to them, and which will be ascertained according to proof at trial.

6 104. DEFENDANT knew or should have known that PLAINTIFF and the other
7 members of the CALIFORNIA CLASS were undercompensated for their time worked.
8 DEFENDANT systematically elected, either through intentional malfeasance or gross
9 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
10 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF
11 and the other members of the CALIFORNIA CLASS the correct overtime wages for their
12 overtime worked.

13 105. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
15 and provide them with the requisite compensation, DEFENDANT acted and continues to act
16 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
18 consequences to them, and with the despicable intent of depriving them of their property and legal
19 rights, and otherwise causing them injury in order to increase company profits at the expense of
20 these employees.

21 106. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
22 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
23 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
24 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
25 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
26 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
27 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
28 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,

1 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
2 entitled to seek and recover statutory costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure To Provide Required Meal Periods**

5 **(Cal. Lab. Code §§ 226.7 & 512)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

7 107. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

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

24 109. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
25 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
26 who were not provided a meal period, in accordance with the applicable Wage Order, one
27 additional hour of compensation at each employee's regular rate of pay for each workday that a
28 meal period was not provided.

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

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

112. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT's business records.

113. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Reimburse Employees for Required Expenses**

8 **(Cal. Lab. Code §§ 2802)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

10 115. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 116. Cal. Lab. Code § 2802 provides, in relevant part, that:

14 An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her
16 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.

17 117. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
18 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
19 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
20 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members
21 for expenses which included, but were not limited to, personal expenses incurred for the use of
22 their personal cell phones and vehicles all on behalf of and for the benefit of DEFENDANT.
23 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
24 DEFENDANT to use their own equipment and tools to execute their essential job duties on behalf
25 of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse
26 PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their
27 personal cell phones and vehicles for DEFENDANT within the course and scope of their
28 employment for DEFENDANT. These expenses were necessary to complete their principal job

1 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
2 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
3 CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF
4 and the CALIFORNIA CLASS members for these expenses as an employer is required to do
5 under the laws and regulations of California.

6 118. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred
7 by him and the CALIFORNIA CLASS members in the discharge of their job duties for
8 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
9 rate and costs under Cal. Lab. Code § 2802.

10 **SEVENTH CAUSE OF ACTION**

11 **Failure To Provide Accurate Itemized Statements**

12 **(Cal. Lab. Code § 226)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

17 120. Cal. Labor Code § 226 provides that an employer must furnish employees with an
18 "accurate itemized" statement in writing showing:

- 19 a. Gross wages earned,
- 20 b. (2) total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from payment of
22 overtime under subdivision (a) of Section 515 or any applicable order of the
23 Industrial Welfare Commission,
- 24 c. the number of piece-rate units earned and any applicable piece rate if the employee
25 is paid on a piece-rate basis,
- 26 d. all deductions, provided that all deductions made on written orders of the employee
27 may be aggregated and shown as one item,
- 28 e. net wages earned,

- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

121. When DEFENDANT did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

122. In addition to the foregoing, DEFENDANT failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

123. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period

1 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
2 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
3 of the CALIFORNIA CLASS herein).

4 **EIGHTH CAUSE OF ACTION**

5 **Failure To Pay Wages When Due**

6 **(Cal. Lab. Code § 203)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

8 124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 125. Cal. Lab. Code § 200 provides that:

12 As used in this article:

- 13 (d) "Wages" includes all amounts for labor performed by employees of every
14 description, whether the amount is fixed or ascertained by the standard of time,
15 task, piece, Commission basis, or other method of calculation.
16 (e) "Labor" includes labor, work, or service whether rendered or performed under
17 contract, subcontract, partnership, station plan, or other agreement if the to be
18 paid for is performed personally by the person demanding payment.

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

22 127. Cal. Lab. Code § 202 provides, in relevant part, that:

23 If an employee not having a written contract for a definite period quits his or her
24 employment, his or her wages shall become due and payable not later than 72 hours
25 thereafter, unless the employee has given 72 hours previous notice of his or her intention
26 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
27 Notwithstanding any other provision of law, an employee who quits without providing a
28 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.

128. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
Members' employment contract.

129. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
3 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.

4 130. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
5 terminated, and DEFENDANT has not tendered payment of wages to these employees who
6 missed meal and rest breaks, as required by law.

7 131. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
8 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty
9 (30) days of pay as penalty for not paying all wages due at time of termination for all employees
10 who terminated employment during the CLASS PERIOD and demand an accounting and payment
11 of all wages due, plus interest and statutory costs as allowed by law.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
14 severally, as follows:

15 1. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
17 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
18 b. An order temporarily, preliminarily and permanently enjoining and restraining
19 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
20 c. An order requiring DEFENDANT to pay all overtime wages and all sums
21 unlawfully withheld from compensation due to PLAINTIFF and the other members
22 of the CALIFORNIA CLASS; and
23 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
24 for restitution of the sums incidental to DEFENDANT's violations due to
25 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

26 2. On behalf of the CALIFORNIA CLASS:

- 27 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
28 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant

1 to Cal. Code of Civ. Proc. § 382;

- 2 b. Compensatory damages, according to proof at trial, including compensatory
3 damages for overtime compensation due to PLAINTIFF and the other members of
4 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
5 thereon at the statutory rate;
- 6 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
7 the applicable IWC Wage Order;
- 8 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
9 which a violation occurs and one hundred dollars (\$100) per each member of the
10 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
11 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
12 violation of Cal. Lab. Code § 226
- 13 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
14 penalty from the due date thereof at the same rate until paid or until an action
15 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 16 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
17 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

18 3. On all claims:

- 19 a. An award of interest, including prejudgment interest at the legal rate;
- 20 b. Such other and further relief as the Court deems just and equitable; and
- 21 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
22 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.
- 23

24 DATED: February 1, 2023

ZAKAY LAW GROUP, APLC

26 By: 
27 Shani O. Zakay
28 Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

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

DATED: February 1, 2023

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 4