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Attorneys for PLAINTIFF PERSEUS PORRAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PERSEUS PORRAS, an individual, on behalf of
the state of California, as a private attorneys
general,

Plaintiff,

vs.

TECHNET PARTNERS, INC., a California
corporation; and DOES 1-50, Inclusive;

Defendants.

Case No: 23STCV01710

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: October 3, 2024

Time: 10:30 a.m.

Judge: Hon. William F. Highberger

Dept: 10

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiff Perseus Porras (“Plaintiff”) in this matter. As such, I am fully familiar with the
4 facts, pleadings, and history of the matter. The following facts are within my own personal knowledge,
5 and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant Technet Partners, Inc. (“Defendant”).

8 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of PAGA
9 Action and Release of PAGA Claims (“Agreement”) is attached hereto as Exhibit #1.

10 4. A true and correct copy of Plaintiff’s January 25, 2023, Notice of Violations filed with
11 the Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

12 5. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
13 PAGA Settlement, is attached hereto as Exhibit #3. Included with the Motion is a copy of the
14 Agreement.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 August 26, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of August
18 26, 2024, is attached hereto as Exhibit #5.

19 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
20 Exhibit #6.

21 **I. INTRODUCTION**

22 9. An objective evaluation of the proposed settlement confirms that the relief negotiated on
23 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
24 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
25 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
26 approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of
27 the Agreement. PAGA Counsel’s Qualifications are set forth in the Firm Resume attached hereto as
28 Exhibit #6.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant

10. On January 25, 2023, Plaintiff Porras filed a class action complaint against Defendants in the Superior Court for Los Angeles, Case Number 23STCV01710 (the “*Porras Action*” or the “*Action*”). The complaint alleged eight 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. Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Labor Code § 510; (4) Failure to Provide Required Meal Periods in Violation of Cal. Labor Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Labor Code §§ 226.37 and 512; (6) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201-203; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Labor Code § 226; and (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Labor Code § 2802.

11. Also on January 25, 2023, Plaintiff, on behalf of himself and on behalf of other Aggrieved Employees, served Defendant and the LWDA with a Notice of Violations (“PAGA Notice”) and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (LWDA Case No. LWDA-CM-931657-23).

12. The 65-day “waiting period” on Plaintiff’s right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

13. On July 18, 2023, Plaintiff filed a First Amended Complaint in the *Porras Action* to add a ninth cause of action for civil penalties under the Private Attorney Generals Act (“PAGA”).

14. On April 10, 2024, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.), an experienced judge and mediator of wage and hour representative actions. In

1 advance of the with the mediation, Defendant provided Plaintiff with sufficient information to properly
2 evaluate Defendant's potential liability exposure. Among the data and documents Defendant produced
3 included, but was not limited to, the total number of Aggrieved Employees, pay periods, employee
4 handbooks, and dozens of documents of time and payroll data.

5 15. Defendant has produced an arbitration agreement which purportedly bars Plaintiff's class
6 action claims. Accordingly, in conjunction with this Motion, Plaintiff has filed a request for dismissal
7 of the class claims. The settlement reached between the Parties does not release any class claims.

8 16. The Parties' mediation resulted in a settlement of Plaintiff's PAGA claims and was
9 memorialized in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement
10 in the principle, the Parties drafted and negotiated a long-form settlement which is the subject of the
11 instant motion. The Settlement was negotiated in light of all known facts and circumstances and the
12 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
13 representative claims and establishing manageability, the difficulty of proving Plaintiff's claims in a
14 manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential
15 appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with
16 the assistance of Judge Walsh.

17 17. The Settlement is intended to fully and finally resolve the Released PAGA Claims
18 asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a
19 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
20 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
21 is not a PAGA claim.¹ Nor does this Settlement waive Defendant's right to assert *res judicata* or other
22 available defense to any asserted claim or lawsuit.

23 18. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
24 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
25 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
26 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
27 within ten (10) days after entry of judgment or order.

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

III. TERMS OF THE PAGA SETTLEMENT

19. The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount payment in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA Counsel Award in the amount Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), comprised of one-third of the Gross Settlement Amount (estimated to be approximately \$50,000.00), reimbursement of incurred litigation expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and Claims Administration Costs which will not exceed Five Thousand Dollars and Zero Cents (\$5,000.00). Agreement generally at §§ 3.1; 3.2.1; 3.2.2. After these deductions, the amount remaining is the “PAGA Penalties,” which is estimated to be \$70,000.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

20. The Gross Settlement Amount of \$150,000.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendant’s liability exposure is estimated at approximately \$510,150.00 in PAGA Penalties.

21. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff’s third-party damages consultant estimated Defendant’s liability exposure at approximately \$916,300.00. Plaintiff’s consultant estimated Defendant’s exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations</i> Cal. Labor Code §§	\$50 ³	1,140	14% of PAGA Pay Periods	\$57,000

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil 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.” Therefore, Plaintiff used only penalties for initial violations.

³ The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant 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, Defendant 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

226.7 and 512				
Rest Period Violations Cal. Labor Code §§ 226.7 and 512	\$50	1,140	14% of PAGA Pay Periods	\$57,000
Unpaid Wages Violations Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$100	3,962	50% of PAGA Pay Periods	\$396,150
Wage Statement Violations Cal. Labor Code §§ 226 and 226.2	\$100	3,962	50% of PAGA Pay Periods	\$396,150
Waiting Time Penalties Cal. Labor Code § 203	\$100	100	1% of PAGA Pay Periods	\$10,000

22. Plaintiff alleges that Defendant failed to pay all wages due to Plaintiff and the Aggrieved Employees under two separate theories. First, Plaintiff alleges he and other Aggrieved Employees worked off-the-clock pre-shift to attend meetings at Defendant's Carlsbad office and worked off the clock post-shift to prepare reports. Second, Plaintiff alleges that Defendant failed to include certain non-discretionary bonuses and commissions when calculating the regular rate of pay when paying overtime wages. Specifically, Plaintiff alleges Defendant paid Aggrieved Employees non-discretionary incentive compensation labeled as "ebon", which was not properly calculated into the regular rate of pay for purposes of overtime. As a result of these miscalculations, Plaintiff and other Aggrieved Employees were underpaid their overtime wages during pay periods in which they received non-discretionary incentive compensation and received overtime wages.

23. Defendant denies any practice of failing to pay employees for work performed off-the-clock and further noted that its Carlsbad meetings occurred just a handful of times each year. To the extent any employee was not recording his or her time spent preparing reports, Defendant contends that they were not instructed to do so, nor was Defendant aware that any work was being performed off-the-clock. As to its regular rate calculation, Defendant argued that its calculation of bare rate + .5x equation

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. JCL Dec., ¶ 28.

1 complies with California law. Taking into account Defendant's defenses, Plaintiff estimates
2 Defendant's exposure for this claim to be approximately \$396,150.00.

3 24. Plaintiff also alleges that Defendant failed to provide compliant meal periods pursuant to
4 two separate theories. First, Plaintiff's expert found that recorded meal periods were late, short, or
5 missed during approximately 15% of pay periods. Accordingly, Plaintiff alleges that he and other
6 Aggrieved Employees are owed meal period premiums for meal period violations that occurred during
7 the PAGA Period. Second, Plaintiff alleges that other meal periods that appear compliant on paper are
8 synthetic, contending that employees were directed by Defendant to clock out before the sixth hour of
9 work, even if they were unable to take a meal period at that point in their shift.

10 25. Defendant denies these allegations, noting that it paid meal period premiums, and its
11 policy and practice of paying meal period premiums is incongruous with a contention that it fabricated
12 compliant meal periods. Taking into account Defendant's defenses, Plaintiff estimates Defendant's
13 exposure for this claim to be approximately \$57,000.00.

14 26. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
15 Specifically, Plaintiff alleges that he and the Aggrieved Employees were instructed to combine their
16 rest breaks with their meal period. This resulted in a single, combined break, rather than allowing
17 employees to rest during long stretches of their shift before and after their meal period. Defendant
18 denied these allegations, arguing that to the extent any employee combined a rest break with their meal
19 period, this was done at the employee's sole discretion, and further, that Defendants maintain legally
20 compliant rest period policies. Defendant also argued that Plaintiff's rest break claim would have
21 mainly relied on the testimony of Aggrieved Employees, making it a riskier claim. Establishing liability
22 likely would have entailed competing testimony stating either rest breaks were taken, or rest breaks
23 were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL
24 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that
25 defendant may have an illegal, written rest break policy is insufficient for this Court to find that common
26 issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012
27 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate
28

uniform practices”).

27. Plaintiffs further alleged that the Defendant’s labor code violations for non-compliant meal and rest breaks and unpaid wages results in derivative liability for waiting time penalties and penalties resulting from inaccurate wage statements. Although these penalties represented Defendant’s largest dollar amount of exposure, these are Plaintiffs’ most uncertain claim. Specifically, Defendants argued that Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code Section 203 or the “knowing or intentional” prong needed to obtain waiting time penalties under Labor Code Section 226. Defendant further argued - that it substantially complied with its obligation to provide the correct total of hours worked. Taking into account Defendant’s defenses, Plaintiffs estimated Defendant’s exposure for these claims to be \$10,000 for waiting time penalties pursuant to Labor Code Section 203 and \$3,962 for penalties under Labor Code 226.

28. In light of the above, the Gross Settlement Amount is approximately 20.03% of Defendant’s potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant’s maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued litigation including, but not limited to, Defendant’s defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant deny any liability or wrongdoing of any kind associated with the claims alleged in this action.

29. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.

2, 2009). When “determining whether the employer committed Labor Code violations with respect to each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off. Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

30. Finally, the maximum penalty figure does not consider that Courts have complete discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period; “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’ section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result of the erroneous wage statements and made no complaints about the errors or omissions in the wage statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*, 90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh’g denied (May 15, 2023), review denied (July 12, 2023), and disapproved of by *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 547 P.3d 980 (2024) (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in light of Defendant’s arguments.

31. Given Defendant’s defenses to the claimed Labor Code violations at issue, the risks and costs of continued litigation, and Defendant’s financial condition, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

1 37. PAGA Counsel negotiated a recovery of One Hundred Fifty Thousand Dollars and Zero
2 Cents (\$150,000.00), and this result justifies the requested fees equal to one third of this recovery. This
3 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
4 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
5 504, (2016). At the time this case was brought, the result was far from certain. Defendant's defenses to
6 the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to
7 overcome. Here, several defenses asserted by Defendant present serious threats to the claims of Plaintiff
8 and the Aggrieved Employees. Defendant asserted that its employment practices complied with all
9 applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate *any*
10 *recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome,
11 Defendant maintains that these defenses have merit and therefore present a serious risk to recovery. The
12 Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade
13 Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues
14 underlying liability and overcome difficulties in proof as to monetary relief.

15 38. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
16 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
17 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
18 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
19 Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Perssia P. Razma
20 (Associate Attorney), Andrea Amaya (Associate Attorney), Tesla Stone (Senior Paralegal and Office
21 Manager), and Jennifer Heming (Paralegal).

22 39. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
23 Employees. I have extensive experience with wage and hour class and representative actions litigation
24 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
25 litigation experience and complex construction product liability experience. I can, will, and have
26 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
27 Employees throughout this action.

28 ///

1 40. I have represented consumers and employees in California class actions, and complex
2 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
3 plaintiffs' civil litigation attorney since April 2007.

4 41. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
5 copy of which is attached hereto as Exhibit #6. Some of the major cases the Firm has undertaken are
6 also set forth in Exhibit #6.

7 42. The JCL Law Firm's rates are comparable to those judicially approved for other
8 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
9 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
10 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
11 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
12 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
13 See e.g., Kearney v. Hyundai Motor Am., 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
14 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); Parkinson v.
15 Hyundai Motor America, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
16 \$445 and \$675); Faigman v. AT&T Mobility, LLC, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
17 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); Richard v.
18 Ameri-Force Mgmt. Servs., Inc., No 37-2008-00096019 (San Diego Superior Court, August 27,
19 2010)(\$695 to \$750 an hour for partners and \$495 for associates); Barrera v. Gamestop, No. CV 09-
20 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); Anderson v. Nextel Retail
21 Stores, LLC, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
22 associates); Luquetta v. Regents of Cal., CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
23 partner rates between \$550 and \$850 per hour); and Holoway v. Best Buy Co., C-05-5056-PJH
24 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
25 between \$355 and \$405 an hour).

26 43. Moreover, my billing rate has been approved multiple times within the last twelve months
27 by California Superior Court judges. (See generally Rodriguez, et al. v. Ferma Greenbox, Inc., et
28 al., Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a

\$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a \$1,330,000 wage and hour class and PAGA action).

44. As of August 26, 2024, The JCL Law Firm, APC incurred a total lodestar of \$46,255.00 for 84.4 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to

the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

45. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC (“ZLG”), billed \$26,009.00 for 43.4 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

46. Collectively, PAGA Counsel spent a total of 127.8 hours successfully litigating this matter for a total combined loadstar of \$72,264. Thus, the Attorneys’ Fee request is equal to Class Counsel’s loadstar with a negative 0.69 multiplier.

47. PAGA Counsel’s loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	84.4	\$46,255.00
ZLG	43.4	\$26,009.00
Total	127.8	\$72,264.00

48. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$13,881.63 prosecuting this action (JCL Law Firm, APC - \$7,612.83 and Zakay Law Group, APLC - \$6,268.80).

49. PAGA Counsel’s out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of August 2024, at San Diego, California.

JCL LAW FIRM, APC

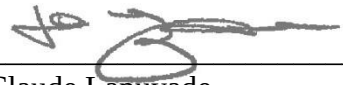
By: 
Jean-Claude Lapuyade
Attorney for Plaintiff

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Perseus Porras (“Plaintiff”) and defendant TechNet Partners, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Perseus Porras v. Technet Partners, Inc.*, Case No. 23STCV01710, initiated on January 25, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700; the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

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

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means Tim Johnson of Ogletree Deakins.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means \$150,000 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment. Defendant will fund

the settlement within 10 months of April 10, 2024 date or 60 days after court approval of the PAGA settlement, whichever is later.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the final approval.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and to the Labor & Workforce Development Agency as the LWDA PAGA Payment.

1.16. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved Employees by the Claims Administrator in the form set forth as **Exhibit A** to this Agreement.

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 the 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 Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. “PAGA Period” means the period from January 25, 2022 to May 31, 2024.

1.21. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22. “PAGA Notice” means Plaintiff’s January 25, 2023, and May 1, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% of the Net Settlement Amount to the Aggrieved Employees and the 75% of the Net Settlement Amount to the LWDA in settlement of PAGA claims.

1.24. “Plaintiff” means Perseus Porras, the named plaintiff in the Action.

1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff; the State of California and LWDA; and PAGA Counsel and as described in Paragraph 5 below.

1.27. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29. “Defendant” means named Defendant Technet Partners, Inc.

2. RECITALS.

2.1. On January 25, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 et seq; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (7) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and (8) Failure to reimburse employees for required business expenses in violation of California Labor Code section 2802.

2.2. On July 18, 2023, Plaintiff filed a First Amended Complaint adding a cause of action for penalties under PAGA (the “Operative Complaint” for the action). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On April 10, 2024, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery sufficient time and pay records, company policies and handbooks, and related information to investigate the claims. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay \$150,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Defendant will fund the settlement within 10 months of April 10, 2024, or 60 days after court approval of the PAGA settlement, whichever is later.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$50,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than 16 court days prior to the final approval hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 161 Aggrieved Employees who worked a total of 7,923 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days after the Court grants Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 10 months of April 10, 2024, or 60 days after court approval of the PAGA settlement, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within 30 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all

checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1. Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notices, including claims for: failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in violation of California Labor Code sections 510 et seq; failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and failure to reimburse employees for required business expenses in violation of California Labor Code section 2802.

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

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

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of

the motion. PAGA Counsel is responsible for delivering the Court's Settlement Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected the Administrator to serve as the Administrator and verified that, as a condition of appointment, Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 161 Aggrieved Employees who worked 7,923 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 10% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 110% of 7,923. For example, if the total Pay Periods in the PAGA Period are 115% of 7,923, the Gross Settlement Amount shall increase by 5%.

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

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all

rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 892-7095
shani@zakaylaw.com

To Defendant:

OGLETREE DEAKINS

4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Telephone: 858-652-3050
tim.johnson@ogletree.com

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Executed on 08/06/2024



Perseus Porras (Aug 6, 2024 13:37 PDT)

PERSEUS PORRAS

Executed on August 6, 2024



Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

Executed on August 6, 2024



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Executed on 8/8/24



For Defendant
TECHNET PARTNERS, INC.

Executed on 08/08/2024



Tim Johnson, Esq.
Ogletree Deakins
Attorney for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against TechNet Partners, Inc. (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Perseus Porras (“Plaintiff”) claimed 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 properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who worked for Defendant in California at any time between January 25, 2022, and May 31, 2024. (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee 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 Los Angeles Superior Court Case No. 23STCV01710. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

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 [insert administrator information].

EXHIBIT 2

January 25, 2023

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

TECHNET PARTNERS, INC.

c/o Brian Schumann
6116 Innovation Way
Carlsbad, CA 92009

Via Certified Mail and Return Receipt No. 7022 2410 0003 0424 4993

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, 2804, and 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 PERSEUS PORRAS ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant TECHNET PARTNERS, INC. ("Defendant"). Plaintiff has been employed by Defendant in California since August of 2020 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 and payment of minimum and overtime wages due for all time worked. Defendant, 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, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant's conduct violated 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, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities,

dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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, Defendant is 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 Defendant 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 Act 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.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PERSEUS PORRAS, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

TECHNET PARTNERS, INC., 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;

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

DEMAND FOR A JURY TRIAL

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

PRELIMINARY ALLEGATIONS

1. Defendant TECHNET PARTNERS, INC. (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS provide technology and network infrastructure solutions in the state of California, including in Los Angeles County where PLAINTIFF worked.

3. PLAINTIFF has been employed by DEFENDANTS in California since August of 2020 as a non-exempt employee, paid on 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.

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

5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to

1 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
2 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
3 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
4 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
5 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
6 other members of the CALIFORNIA CLASS who have been economically injured by
7 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
8 relief.

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

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

26 8. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of the
27 PLAINTIFF'S employer, within the meaning of California Labor Code § 558, who violated or
28 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
2 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
3 at all relevant times.

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

9 10. DEFENDANT’S uniform policies and practices alleged herein were unlawful,
10 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
11 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

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

17 **JURISDICTION AND VENUE**

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

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

26 **THE CONDUCT**

27 14. In violation of the applicable sections of the California Labor Code and the
28 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a

1 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
2 failed to provide legally compliant meal and rest periods, failed to accurately compensate
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
4 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
5 time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS
6 for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA
7 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other
8 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse
9 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue
10 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage
11 statements showing, among other things, all applicable hourly rates in effect during the pay
12 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT's
13 uniform policies and practices are intended to purposefully avoid the accurate and full payment
14 for all time worked as required by California law which allows DEFENDANT to illegally profit
15 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
16 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS
17 PERIOD should be adjusted accordingly.

18 **A. Meal Period Violations**

19 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
20 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
21 meaning the time during which an employee is subject to the control of an employer, including
22 all the time the employee is suffered or permitted to work. From time to time during the CLASS
23 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
24 without paying them for all the time they were under DEFENDANT's control. Specifically,
25 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
26 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not
27 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
28 Members forfeited minimum wage and overtime compensation by regularly working without their

1 time being accurately recorded and without compensation at the applicable minimum wage and
2 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
3 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
4 records.

5 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
6 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
7 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
8 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
9 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
10 more than five (5) hours during some shifts without receiving a meal break. Further,
11 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
12 off-duty meal period for some workdays in which these employees are required by DEFENDANT
13 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
14 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
15 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
16 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
17 Further, DEFENDANT from time to time required PLAINTIFF and the CALIFORNIA CLASS
18 Members to maintain cordless communication devices in order to receive and respond to work-
19 related communications during what was supposed to be their off-duty meal breaks.
20 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
21 legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF and
22 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
23 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

24 **B. Rest Period Violations**

25 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
26 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
27 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
28 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied

1 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
2 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
3 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
4 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
5 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
6 CLASS Members were, from time to time, required to remain on duty and/or on call. Further,
7 DEFENDANT from time to time required PLAINTIFF and the CALIFORNIA CLASS Members
8 to maintain cordless communication devices in order to receive and respond to work-related
9 communications during what was supposed to be their off-duty meal breaks. PLAINTIFF and
10 other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
11 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,
12 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
13 proper rest periods by DEFENDANT and DEFENDANT's managers.

14 **C. Wage Statement Violations**

15 18. California Labor Code Section 226 required an employer to furnish its employees
16 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
17 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
18 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of the employee's social security number or an
20 employee identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 19. From time to time during the CLASS PERIOD, when PLAINTIFF and other
24 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
25 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
26 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
27 accurate wage statements which failed to show, among other things, all deductions, the total hours
28 worked and all applicable hourly rates in effect during the pay period, and the corresponding

1 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
2 meal and rest periods.

3 20. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
4 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
5 Cal. Lab. Code § 226.

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

10 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

11 22. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
12 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
13 for all hours worked.

14 23. During the CLASS PERIOD, from time-to-time DEFENDANT required
15 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
16 work, including but not limited to, pre-shift Covid-19 screenings in the form of temperature
17 checks and not being allowed to clock in until they were within specific physical parameters set
18 by DEFENDANT and notwithstanding the fact that PLAINTIFF and other members of the
19 CALIFORNIA CLASS were subject to the control of DEFENDANT. This resulted in
20 PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-
21 clock.

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

24 25. DEFENDANT controlled the work schedules, duties, and protocols, applications,
25 assignments, and employment conditions of PLAINTIFF and the other members of the
26 CALIFORNIA CLASS.

27 26. DEFENDANT was able to track the amount of time PLAINTIFF and the other
28 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to

1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
2 wages earned and owed for all the work they performed.

3 27. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
4 exempt employees, subject to the requirements of the California Labor Code.

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

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

13 30. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
14 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
15 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
16 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
17 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
18 records.

19 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
20 **and Redeemed Sick Pay**

21 31. From time to time during the CLASS PERIOD, DEFENDANT failed and
22 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
23 Members for their overtime and double time hours worked, meal and rest period premiums, and
24 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
25 forfeited wages due to them for working overtime without compensation at the correct overtime
26 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
27 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
28 the correct rate for all overtime and double time worked, meal and rest period premiums, and

1 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
2 records.

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

7 33. The second component of PLAINTIFF's and other CALIFORNIA CLASS
8 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
9 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
10 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
11 basis with bonus compensation when the employees met the various performance goals set by
12 DEFENDANTS.

13 34. However, from-time-to-time, when calculating the regular rate of pay, in those pay
14 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
15 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
16 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
17 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
18 rather than just all non-overtime hours worked. Management and supervisors described the
19 incentive/bonus program to potential and new employees as part of the compensation package.
20 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
21 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
22 in a systematic underpayment of overtime and double time compensation, meal and rest period
23 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by
24 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
25 for non-employees shall be calculated in the same manner as the regular rate of pay for the
26 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
27 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
28 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of

1 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
2 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

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

14 **F. Unreimbursed Business Expenses**

15 36. DEFENDANT as a matter of corporate policy, practice, and procedure,
16 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
17 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
18 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
19 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
20 are required to indemnify employees for all expenses incurred in the course and scope of their
21 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
24 even though unlawful, unless the employee, at the time of obeying the directions, believed them
25 to be unlawful."

26 37. In the course of their employment, DEFENDANT required PLAINTIFF and other
27 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal vehicles
28 as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other

1 CALIFORNIA CLASS Members were required to use their own vehicles in order to perform
2 work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and
3 other CALIFORNIA CLASS Members for the personal expenses incurred for the use of their
4 personal vehicles. As a result, in the course of their employment with DEFENDANT, the
5 PLAINTIFF and other CALIFORNIA CLASS Members incurred unreimbursed business
6 expenses that included, but were not limited to, costs related to the use of their personal vehicles,
7 all on behalf of and for the benefit of DEFENDANT.

8 **G. Unlawful Rounding Practices**

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

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

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H. Timekeeping Manipulation

40. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other members of the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. Specifically, due to DEFENDANT's error-prone timekeeping system, approximately five to eight minutes of PLAINTIFF and CALIFORNIA CLASS Member's time worked were taken each day. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest break.

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

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

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

1 **I. Violations for Untimely Payment of Wages**

2 44. Pursuant to California Labor Code section 204, PLAINTIFF and the
3 CALIFORNIA CLASS members were entitled to timely payment of wages during their
4 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
5 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
6 meal period premium wages, and rest period premium wages within permissible time period.

7 **J. Unlawful Deductions**

8 45. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
9 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
10 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
11 DEFENDANTS violated Labor Code § 221.

12 46. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
13 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
14 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
15 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
16 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
17 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
18 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
19 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
20 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
21 without additional compensation and in accordance with DEFENDANT'S strict corporate policy
22 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
23 comply with Cal. Lab. Code § 226. Further, DEFENDANT failed to reimburse PLAINTIFF for
24 required business expenses related to the use of his personal vehicle, in violation of Cal. Lab.
25 Code § 2802. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and
26 double time compensation still owed to him or any penalty wages owed to him under Cal. Lab.
27 Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or
28 value of \$75,000.

CLASS ACTION ALLEGATIONS

47. PLAINTIFF brings this Class Action on behalf of himself, and a California class defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

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

49. The members of the class are so numerous that joinder of all class members is impractical.

50. Common questions of law and fact regarding DEFENDANT’s conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failure to provide accurate itemized wage statements accurate, failed to reimburse for business expenses, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;

- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

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

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

53. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

54. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

1 55. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
2 interest of the other CALIFORNIA CLASS Members.

3 56. There is a strong community of interest among PLAINTIFF and the members of
4 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
5 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
6 sustained.

7 57. The questions of law and fact common to the CALIFORNIA CLASS Members
8 predominate over any questions affecting only individual members, including legal and factual
9 issues relating to liability and damages.

10 58. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy because joinder of all class members is impractical. Moreover,
12 since the damages suffered by individual members of the class may be relatively small, the
13 expense and burden of individual litigation makes it practically impossible for the members of the
14 class individually to redress the wrongs done to them. Without class certification and
15 determination of declaratory, injunctive, statutory, and other legal questions within the class
16 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
17 create the risk of:

- 18 a. Inconsistent or varying adjudications with respect to individual members of the
19 CALIFORNIA CLASS which would establish incompatible standards of conduct
20 for the parties opposing the CALIFORNIA CLASS; and/or,
21 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
22 which would as a practical matter be dispositive of the interests of the other
23 members not party to the adjudication or substantially impair or impeded their
24 ability to protect their interests.

25 59. Class treatment provides manageable judicial treatment calculated to bring an
26 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
27 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

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

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

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

8 61. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
9 Code § 17021.

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

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

21 63. By the conduct alleged herein, DEFENDANT has engaged and continues to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
25 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant
26 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held
27 to constitute unfair competition, including restitution of wages wrongfully withheld.

28 64. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 65. By the conduct alleged herein, DEFENDANT's practices were deceptive and
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and
6 rest periods, and failed to pay minimum and overtime wages owed, due to a systematic business
7 practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare
8 Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
9 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
10 including restitution of wages wrongfully withheld.

11 66. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
12 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
13 other members of the CALIFORNIA CLASS to be underpaid during their employment with
14 DEFENDANT.

15 67. By the conduct alleged herein, DEFENDANT's practices were also unfair and
16 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
17 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
18 required by Cal. Lab. Code §§ 226.7 and 512.

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

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

27 70. By and through the unlawful and unfair business practices described herein,
28 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the

1 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
2 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
3 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
4 to unfairly compete against competitors who comply with the law.

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

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

15 73. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
16 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
17 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
18 engaging in any unlawful and unfair business practices in the future.

19 74. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
20 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
21 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
22 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
23 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
24 and economic harm unless DEFENDANT is restrained from continuing to engage in these
25 unlawful and unfair business practices.

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

7 83. 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 minimum wage compensation for their time worked for DEFENDANT.

10 84. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
12 failure to pay all earned wages.

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

18 86. DEFENDANT knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
24 for their time worked.

25 87. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 88. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
6 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
7 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
8 California Labor Code and/or other applicable statutes. To the extent minimum wage
9 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
10 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
11 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
12 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
14 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
15 recover statutory costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

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

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

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

23 90. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
24 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
25 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
26 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
27 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.
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1 91. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
2 policy, an employer must timely pay its employees for all hours worked.

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

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

10 94. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
11 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
12 they worked, including overtime work.

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

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

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

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

9 99. During the CLASS PERIOD, PLAINTIFF and the other members of the
10 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
11 a failure to pay all earned wages.

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

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

24 102. DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.
26 DEFENDANT systematically elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF

1 and the other members of the CALIFORNIA CLASS the correct overtime wages for their
2 overtime worked.

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

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

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

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

25 105. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
27 Complaint.
28

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

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

20 108. As a proximate result of the aforementioned violations, PLAINTIFF and
21 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
22 and seek all wages earned and due, interest, penalties, expenses and costs of suit.
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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

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

112. 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.

SIXTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

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

113. 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.

114. Cal. Lab. Code § 200 provides that:

As used in this article:

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

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

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

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

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

118. 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.

4 119. 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.

7 120. 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 **SEVENTH CAUSE OF ACTION**

13 **Failure To Provide Accurate Itemized Statements**

14 **(Cal. Lab. Code § 226)**

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

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

19 122. Cal. Labor Code § 226 provides that an employer must furnish employees with an
20 “accurate itemized” statement in writing showing:

- 21 a. Gross wages earned,
- 22 b. (2) total hours worked by the employee, except for any employee whose
23 compensation is solely based on a salary and who is exempt from payment of
24 overtime under subdivision (a) of Section 515 or any applicable order of the
25 Industrial Welfare Commission,
- 26 c. the number of piece-rate units earned and any applicable piece rate if the employee
27 is paid on a piece-rate basis,
- 28

- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- 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.

123. 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.

124. 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.

125. 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.

1 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
2 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
3 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
4 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
5 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
6 of the CALIFORNIA CLASS herein).

7 **EIGHTH CAUSE OF ACTION**

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

9 **(Cal. Lab. Code §§ 2802)**

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

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

14 127. Cal. Lab. Code § 2802 provides, in relevant part, that:

15 An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her
17 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.

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

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

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

PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

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

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory

1 damages for overtime compensation due to PLAINTIFF and the other members of
2 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
3 thereon at the statutory rate;

4 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
5 the applicable IWC Wage Order;

6 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
7 which a violation occurs and one hundred dollars (\$100) per each member of the
8 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
9 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
10 violation of Cal. Lab. Code § 226

11 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
12 penalty from the due date thereof at the same rate until paid or until an action
13 therefore is commenced, in accordance with Cal. Lab. Code § 203.

14 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
15 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

16 3. On all claims:

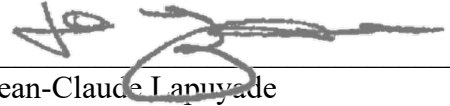
17 a. An award of interest, including prejudgment interest at the legal rate;

18 b. Such other and further relief as the Court deems just and equitable; and

19 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
20 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

21
22 DATED: January 25, 2023

23 **JCL LAW FIRM, APC**

24 By: 

25 Jean-Claude Lapuyade
26 Attorney for PLAINTIFF
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DEMAND FOR A JURY TRIAL

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

DATED: January 25, 2023

JCL LAW FIRM, APC

By: _____



Jean-Claude Lapuyade
Attorney for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Activity: All Dates

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
Porras v. Technet (002-442)							
06/07/2022	No	Jean Claude Lapuyade	Case management - Emails to/from OC Re Service	700.00	0.4	280.00	280.00
05/01/2023	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Supp. LWDA Notice	700.00	1.5	1,050.00	1,330.00
05/04/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	700.00	1.5	1,050.00	2,380.00
05/16/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	2,730.00
05/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	3,010.00
06/22/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	700.00	0.5	350.00	3,360.00
06/22/2023	No	Sydney Castillo-Johnson	File maintenance	350.00	0.25	87.50	3,447.50
06/22/2023	No	Sydney Castillo-Johnson	Review stip and data demand	450.00	0.75	337.50	3,785.00
06/23/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Data Demand	700.00	0.4	280.00	4,065.00
06/23/2023	No	Maria Watters	Drafted Stip to Stay and Data Demand and sent to attorneys for review	175.00	0.5	87.50	4,152.50
06/27/2023	No	Maria Watters	Circulated draft Joint Stip to Stay and Data Demand to OC	175.00	0.5	87.50	4,240.00
07/03/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0.3	210.00	4,450.00
07/17/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	700.00	0.6	420.00	4,870.00
07/18/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Tolling Agreement and Stip to Stay	700.00	0.3	210.00	5,080.00
10/02/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.5	350.00	5,430.00
10/04/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Tolling Agreement and Review of the Same	700.00	1.4	980.00	6,410.00
10/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00	6,620.00
10/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	6,900.00
10/11/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	7,110.00
10/16/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	7,320.00
10/16/2023	No	Sydney Castillo-Johnson	Mediation - discussions re new date	450.00	1	450.00	7,770.00
10/17/2023	No	Sydney Castillo-Johnson	Emails re mediation dates	450.00	0.2	90.00	7,860.00
10/23/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC RE Mediation	700.00	0.5	350.00	8,210.00
10/26/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.4	280.00	8,490.00
10/30/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	8,840.00
10/31/2023	No	Sydney Castillo-Johnson	Mediation - emails re date confirmation	450.00	0.2	90.00	8,930.00
12/12/2023	No	Perssia Razma	pleadings- reviewed FAC and stip to stay	350.00	0.5	175.00	9,105.00
12/13/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip.	700.00	1	700.00	9,805.00
12/13/2023	No	Sydney Castillo-Johnson	Case management - revise amended tolling agreement	450.00	0.4	180.00	9,985.00
12/15/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0.3	210.00	10,195.00
12/15/2023	No	Sydney Castillo-Johnson	Mediation - review OC revisions to stip and emails re stip	450.00	0.3	135.00	10,330.00

01/04/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	10,680.00
01/04/2024	No	Sydney Castillo-Johnson	Mediation - emails re call with mediator	450.00	0.2	90.00	10,770.00
01/05/2024	No	Sydney Castillo-Johnson	Case management - emails re service list	450.00	0.2	90.00	10,860.00
01/25/2024	No	Sydney Castillo-Johnson	Case management - case meeting	450.00	0.2	90.00	10,950.00
01/26/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.1	45.00	10,995.00
01/31/2024	No	Sydney Castillo-Johnson	Mediation - emails re data production	450.00	0.1	45.00	11,040.00
02/21/2024	No	Jennifer Heming	Email to OC re mediation data	250.00	0.1	25.00	11,065.00
02/23/2024	No	Perssia Razma	Legal research re individual claims	350.00	1	350.00	11,415.00
02/23/2024	No	Perssia Razma	case management- reviewed attny notes/case file for individual claims info	425.00	1	425.00	11,840.00
02/23/2024	No	Perssia Razma	case management- emails to/from oc re mediation data	425.00	0.2	85.00	11,925.00
02/26/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	12,205.00
02/26/2024	No	Jennifer Heming	Email to OC re mediation data	250.00	0.1	25.00	12,230.00
02/27/2024	No	Perssia Razma	Case management- call w/ client re individual claims	425.00	0.4	170.00	12,400.00
02/28/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data, Assumptions and Damage Analysis	700.00	1.3	910.00	13,310.00
02/28/2024	No	Jennifer Heming	Email mediation data to expert	250.00	0.1	25.00	13,335.00
02/28/2024	No	Jennifer Heming	Emails to OC re mediation data production	250.00	0.3	75.00	13,410.00
02/28/2024	No	Perssia Razma	case management- emails w/ oc re data production	425.00	0.4	170.00	13,580.00
02/28/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.5	225.00	13,805.00
03/01/2024	No	Jean Claude Lapuyade	Discovery - R&R Time, Payroll and Policy Documents produced for mediation	700.00	3.5	2,450.00	16,255.00
03/01/2024	No	Perssia Razma	Case management- discussion w/ co-counsel re case status	425.00	0.2	85.00	16,340.00
03/04/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.2	140.00	16,480.00
03/04/2024	No	Perssia Razma	Case management- email to oc re mediation data	425.00	0.1	42.50	16,522.50
03/04/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.2	90.00	16,612.50
03/06/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	700.00	0.9	630.00	17,242.50
03/06/2024	No	Jennifer Heming	Save and send Defendant's mediation data to expert	250.00	0.2	50.00	17,292.50
03/06/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.5	225.00	17,517.50
03/07/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediation data	425.00	0.7	297.50	17,815.00
03/07/2024	No	Perssia Razma	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.2	85.00	17,900.00
03/07/2024	No	Sydney Castillo-Johnson	Mediation - emails re data; review production	450.00	0.8	360.00	18,260.00
03/10/2024	No	Perssia Razma	Case management- emails w/ co-counsel re RTS	425.00	0.3	127.50	18,387.50
03/12/2024	No	Jennifer Heming	Save RTS and calendar deadlines	250.00	0.3	75.00	18,462.50
03/13/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.2	140.00	18,602.50

03/13/2024	No	Jennifer Heming	Review mediation data	250.00	0.2	50.00	18,652.50
03/13/2024	No	Sydney Castillo-Johnson	Mediation - emails re add'l data	450.00	0.1	45.00	18,697.50
03/14/2024	No	Perssia Razma	Case management- emails w/ co-counsel re mediation data	425.00	0.4	170.00	18,867.50
03/15/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00	19,077.50
03/15/2024	No	Sydney Castillo-Johnson	Mediation - review payroll data and emails re key codes	450.00	0.4	180.00	19,257.50
03/16/2024	No	Perssia Razma	Case management- emails w/ co-counsel/expert/oc re mediation data	425.00	0.5	212.50	19,470.00
03/18/2024	No	Jean Claude Lapuyade	Discovery - Reviewed Expert Report and Call w/ Expert Re Same	700.00	1.9	1,330.00	20,800.00
03/19/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00	21,010.00
03/20/2024	No	Jennifer Heming	Email data info to expert	250.00	0.1	25.00	21,035.00
03/20/2024	No	Jennifer Heming	Email to mediator's office re participants	250.00	0.1	25.00	21,060.00
03/20/2024	No	Perssia Razma	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.3	127.50	21,187.50
03/20/2024	No	Sydney Castillo-Johnson	Mediation - emails re data	450.00	0.5	225.00	21,412.50
03/21/2024	No	Perssia Razma	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.7	297.50	21,710.00
03/21/2024	No	Sydney Castillo-Johnson	Mediation - review data and emails re claims	450.00	0.8	360.00	22,070.00
03/26/2024	No	Jennifer Heming	Email re mediation	250.00	0.1	25.00	22,095.00
03/26/2024	No	Sydney Castillo-Johnson	Mediation - emails re demographics and review data	450.00	0.5	225.00	22,320.00
03/27/2024	No	Sydney Castillo-Johnson	Mediation - meeting re brief and review docs	450.00	0.3	135.00	22,455.00
03/28/2024	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief (Sections I, II and III).	700.00	4.1	2,870.00	25,325.00
04/02/2024	No	Perssia Razma	Factual investigation- call w/ client re claims	425.00	0.5	212.50	25,537.50
04/02/2024	No	Perssia Razma	Factual investigation- discussion w/ co-counsel re paystub reimbursements	425.00	0.3	127.50	25,665.00
04/02/2024	No	Sydney Castillo-Johnson	Mediation - meeting re brief	450.00	0.2	90.00	25,755.00
04/03/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Scope of Mediation	700.00	0.7	490.00	26,245.00
04/03/2024	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised Mediation Brief	700.00	2.5	1,750.00	27,995.00
04/09/2024	No	Jennifer Heming	Client update.	250.00	0.5	125.00	28,120.00
04/09/2024	No	Perssia Razma	Case management- reviewed client update email draft	425.00	0.2	85.00	28,205.00
04/09/2024	No	Sydney Castillo-Johnson	Case management - draft and revise client update email	450.00	0.3	135.00	28,340.00
04/10/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8	5,600.00	33,940.00
04/12/2024	No	Perssia Razma	Settlement- call w/ client re settlement offer	425.00	0.3	127.50	34,067.50
04/18/2024	No	Perssia Razma	Settlement- emails w/ co-counsel re mediator's proposal/MOU/SAR	425.00	0.5	212.50	34,280.00
04/26/2024	No	Jennifer Heming	File maintenance	250.00	0.2	50.00	34,330.00
04/29/2024	No	Perssia Razma	Case management- emails w/ co-counsel re SAR, tolling agreement, MOU	425.00	0.7	297.50	34,627.50
04/29/2024	No	Perssia Razma	Settlement- drafted indiv SAR	425.00	3	1,275.00	35,902.50

05/07/2024	No	Perssia Razma	Law and motion- revised SAR draft	425.00	0.5	212.50	36,115.00
05/10/2024	No	Sydney Castillo-Johnson	Case management - emails re tolling agreement and SAR	450.00	0.4	180.00	36,295.00
05/14/2024	No	Jennifer Heming	Email to OC re SARs	250.00	0.1	25.00	36,320.00
05/20/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	425.00	0.3	127.50	36,447.50
05/24/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR	425.00	0.2	85.00	36,532.50
05/30/2024	No	Jean Claude Lapuyade	Settlement - Revised and edited SAR with Defense Edits	700.00	1.4	980.00	37,512.50
05/30/2024	No	Jennifer Heming	Email corres. with settlement administrators re bids.	250.00	0.3	75.00	37,587.50
05/30/2024	No	Perssia Razma	Settlement- revised oc SAR draft	425.00	1	425.00	38,012.50
05/30/2024	No	Perssia Razma	Case management- emails w/ co-counsel re SAR revisions	425.00	0.4	170.00	38,182.50
05/30/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	450.00	0.4	180.00	38,362.50
05/31/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR revisions	425.00	0.4	170.00	38,532.50
05/31/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	450.00	0.3	135.00	38,667.50
06/04/2024	No	Jennifer Heming	Email corres. with OC re tolling agreement.	250.00	0.2	50.00	38,717.50
06/06/2024	No	Jennifer Heming	Email corres. with OC re tolling agreement	250.00	0.3	75.00	38,792.50
06/06/2024	No	Jennifer Heming	Email corres. with settlement administrator	250.00	0.2	50.00	38,842.50
06/06/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re SAR/tolling agrmt	425.00	0.3	127.50	38,970.00
06/13/2024	No	Perssia Razma	Case management/pleadings - reviewed joint statement	425.00	0.3	127.50	39,097.50
06/17/2024	No	Jennifer Heming	Email corres. with OC re M&C on Joint PMSC statement.	250.00	0.3	75.00	39,172.50
06/20/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Post Mediation Status Report and Emails to/from OC Re Same	700.00	1.4	980.00	40,152.50
06/21/2024	No	Jennifer Heming	Email corres. with OC re Joint PMSC Statement	250.00	0.2	50.00	40,202.50
06/24/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	40,412.50
06/24/2024	No	Jennifer Heming	Email corres. with OC re Joint PMSC Statement.	250.00	0.2	50.00	40,462.50
06/24/2024	No	Jennifer Heming	Review, finalize, file, and serve Joint PMSC Statement.	250.00	0.8	200.00	40,662.50
06/24/2024	No	Perssia Razma	Case management- reviewed cms	425.00	0.3	127.50	40,790.00
06/24/2024	No	Perssia Razma	Settlement- emails w co-counsel/oc re MOU	425.00	0.3	127.50	40,917.50
06/27/2024	No	Jennifer Heming	Review LRs. Review Court docket. Set up remote appearance for PMSC.	250.00	0.3	75.00	40,992.50
06/28/2024	No	Jennifer Heming	Review Court's message re continued hearing.	250.00	0.2	50.00	41,042.50
07/01/2024	No	Jennifer Heming	Review and save Court's minute order. Serve on OC. Calendaring.	250.00	0.4	100.00	41,142.50
07/02/2024	No	Jean Claude Lapuyade	Settlement - Reviewed, Revised and Edited SAR with Defense Edits and Emails to/from OC Re Same	700.00	1.7	1,190.00	42,332.50
07/02/2024	No	Perssia Razma	Settlement- emails w/ co-counsel/oc re SAR, emails w co-counsel re client update	425.00	0.5	212.50	42,545.00
07/02/2024	No	Perssia Razma	Settlement- reviewed oc redlines to SAR	425.00	0.6	255.00	42,800.00
07/02/2024	No	Perssia Razma	Settlement- emails w/ co-counsel re MOU	425.00	1	425.00	43,225.00
07/08/2024	No	Perssia Razma	Case management/settlement- emails w co-counsel/oc re SAR	425.00	0.3	127.50	43,352.50
07/08/2024	No	Perssia Razma	Case management- meeting w co-counsel re SAR	425.00	0.3	127.50	43,480.00

07/08/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	450.00	0.8	360.00	43,840.00
07/09/2024	No	Jennifer Heming	Email corres. with OC re tolling.	250.00	0.2	50.00	43,890.00
07/09/2024	No	Perssia Razma	Case management/settlement- emails w co-counsel re SAR	425.00	0.9	382.50	44,272.50
07/09/2024	No	Perssia Razma	Settlement/case management- call w client re SAR	425.00	0.3	127.50	44,400.00
07/09/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	450.00	1	450.00	44,850.00
07/12/2024	No	Jennifer Heming	File maintenance	250.00	0.3	75.00	44,925.00
07/16/2024	No	Perssia Razma	Settlement/case management- emails w/ co-counsel re SAR drafts	425.00	0.4	170.00	45,095.00
07/22/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.2	140.00	45,235.00
07/22/2024	No	Perssia Razma	Settlement/case management- emails w/ co-counsel re SAR drafts	425.00	0.6	255.00	45,490.00
07/29/2024	No	Jennifer Heming	Email corres. with OC re SAR	250.00	0.2	50.00	45,540.00
08/05/2024	No	Jennifer Heming	Email corres. with client re settlement agreement.	250.00	0.3	75.00	45,615.00
08/06/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	45,825.00
08/06/2024	No	Jennifer Heming	Email corres. with OC re settlement agreement.	250.00	0.2	50.00	45,875.00
08/08/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension Pending SAR	700.00	0.4	280.00	46,155.00
08/08/2024	No	Jennifer Heming	Email corres. with OC re settlement agreement.	250.00	0.2	50.00	46,205.00
08/14/2024	No	Jennifer Heming	Email corres. with settlement admin.	250.00	0.2	50.00	46,255.00
				84.4		\$46,255.00	

TOTAL FOR PORTAS V. RECHNET
(002-442)

Monday, Aug 26, 2024 01:42:14 PM GMT-7

EXHIBIT 5

JCL Law Firm
Transaction Report
All Dates

Technet (002-442)

Date	Transaction Type	Num	Name	Memo/Description	Amount	Balance
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.50	0.50
12/31/2022	Journal Entry	Dec 2022 Postage		Postage for December 2022	7.82	8.32
01/25/2023	Expense		LWDA		75.00	83.32
01/26/2023	Expense		One Legal LLC	One Legal Order no. 19707313 - Filing Fee Re: Complaint, Civil Case Cover Sheet, Summons	1,494.99	1,578.31
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	4.70	1,583.01
01/31/2023	Journal Entry	Jan 2023 Postage		Postage for January 2023	17.82	1,600.83
02/17/2023	Expense		One Legal LLC	One Legal Order no. 19851897 - Filing Fee Re: Notice and Acknowledgment of Receipt	17.66	1,618.49
02/28/2023	Journal Entry	Feb 2023 Postage		Postage for February 2023	0.60	1,619.09
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	1.10	1,620.19
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	0.84	1,621.03
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	2.40	1,623.43
05/05/2023	Expense		One Legal LLC	One Legal Order Number: 20352962 - Filing Fee RE: Status Conference Statement, Proof of Service	17.66	1,641.09
05/15/2023	Expense		One Legal LLC	One Legal Order Number: 20415978 - Filing Fee Re: Order, Proof of Service	17.66	1,658.75
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	7.90	1,666.65
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	11.40	1,678.05
07/18/2023	Expense		One Legal LLC	One Legal Order Number: 20813429 - Filing Fee Re: Joint Status Conference Report, Stipulation and Order, Proof of Service	38.25	1,716.30
07/19/2023	Expense		One Legal LLC	One Legal Order Number: 20821151 - Filing Fee Re: Amended Complaint, Proof of Service	17.66	1,733.96
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.20	1,734.16
08/02/2023	Expense		One Legal LLC	One Legal Order Number: 20913531 - Filing Fee Re: Stipulation and Order, Proof of Service	38.25	1,772.41
08/09/2023	Expense		Case Anywhere LA Superior Court	Inv. 297305	184.80	1,957.21
08/29/2023	Expense			Documents and Records	5.00	1,962.21
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.40	1,962.61
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.20	1,962.81
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	0.63	1,963.44
10/26/2023	Expense		Fedex Office		18.35	1,981.79
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.70	1,982.49
11/07/2023	Expense		Case Anywhere	Inv. 307071	165.00	2,147.49
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.20	2,147.69
12/16/2023	Expense		One Legal LLC	One Legal Order Number: 21840597 - Filing Fee Re: Motion re: Stipulation and Order, Proof of Service	38.25	2,185.94
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	0.10	2,186.04
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.60	2,186.64
02/07/2024	Expense		Case Anywhere	Inv. 316910	159.00	2,345.64
02/29/2024	Journal Entry	Feb 2024 Postage		Copies for February 2024	0.10	2,345.74
03/07/2024	Check	3703	JAMS	Inv. 1110029637	250.00	2,595.74

03/07/2024	Check	3704	JAMS	Inc. 1110029637	3,000.00	5,595.74
03/31/2024	Journal Entry	Mar 2024 Postage		Postage for March 2024	1.28	5,597.02
04/24/2024	Check	3776	Berger Consulting Group	Inv. 9408	2,360.00	7,957.02
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	0.40	7,957.42
05/08/2024	Expense		Case Anywhere	Inv. 327298	135.00	8,092.42
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	0.40	8,092.82
06/24/2024	Expense		One Legal LLC	One Legal Order No. 23190098 - Filing Fee Re: Joint Status Conference Report, Proof of Service	19.71	8,112.53
06/30/2024	Journal Entry	June 2024 Postage		Copies for June 2024	0.30	8,112.83
07/02/2024	Deposit		Porras v. Technet (002-442)	Jams Refund	-500.00	7,612.83

**Total for Porras
v. Technet
(002-442)
TOTAL**

\$ 7,612.83
\$ 7,612.83

EXHIBIT 6

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);