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Attorneys for Plaintiff LAGERALD WEBB

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

LAGERALD WEBB, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SERVICE FIRST OF NORTHERN
CALIFORNIA, a California corporation, and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0007604

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 7, 2024

Time: 9:30 a.m.

Judge: Hon. Barbara A. Kronlund

Dept.: 10D

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff LAGERALD WEBB (hereafter "Plaintiff") in this wage and hour class action filed against
6 SERVICE FIRST OF NORTHERN CALIFORNIA (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
8 Approval of Class and PAGA Action Settlement.

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
12 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
13 Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the Notice of Violations filed
15 with the Labor and Workforce Development Agency.

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing with the
17 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
18 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
19 Counsel's compliance with California Labor Code Section 2699(1)(2).

20 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm "Firm
21 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
28 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being

1 denied or of Defendant prevailing at trial. Finally, the Settlement considers Defendant's financial
2 condition and ability to satisfy a larger settlement. The entire Net Settlement Amount will be paid to all
3 Settlement Class Members resulting in an average Individual Settlement Payment of **\$199.22**.

4 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
5 settlement approval and falls within the range of reasonableness. The average Individual Settlement
6 Payment to the Settlement Class meets awards in similar wage and hour class actions. Moreover, the
7 proposed Settlement Class is appropriate for provisional certification. Accordingly, Plaintiff
8 respectfully requests the Court grant preliminary approval of the Settlement.

9 **III. FACTS AND PROCEDURE**

10 **A. Overview of the Litigation**

11 9. Defendant operates community-based programs that provide supportive services to
12 individuals in need throughout California, including San Joaquin County where Plaintiff worked.
13 Plaintiff worked for Defendant in California from May 2017 to August 2021 as a non-exempt employee,
14 paid on an hourly basis. At all times during his employment, Plaintiff alleges that he was denied legally
15 compliant meal and rest periods, and minimum wages and overtime compensation. Throughout his
16 employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among
17 other documents, the "Employee Packet."

18 10. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
19 provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to
20 furnish accurate itemized wage statements, and failed to pay all wages timely during employment and
21 upon separation. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts
22 that it fully complied with all applicable employment laws and raised several other significant defenses
23 to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies,
24 compliant wage statements, and that it timely paid all wages due upon separation of employment.

25 11. On June 22, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
26 Development Agency (LWDA) and served the same on Defendant. Plaintiff's PAGA Notice set forth
27 the facts and theories supporting Defendant's alleged violations of various provisions of the California
28 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to

pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

12. On August 30, 2022, Plaintiff filed a class action complaint in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0007604 (“Action”). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204); (7) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*); (8) Failure to Reimburse for Required Expenses (Labor Code § 2802); and (9) Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*

13. Plaintiff propounded written discovery in January of 2023. After responding to discovery, the Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to informally produce additional documents and data points subject to the mediation privilege, including but not limited to, a sample of the Class Members’ time and payroll data and certain payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

14. On October 5, 2023, the Parties participated in mediation presided over by Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement which was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

15. Months before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment, including portions of Defendant’s written policies, compensation policies, and time and payroll records.

1 At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified
2 further inquiry.

3 16. Class Counsel subsequently requested Plaintiff's employee files from Defendant. In
4 response, Defendant produced dozens of pages of documents, including but not limited to, copies of
5 Plaintiff's hiring documents and payroll and time records. Class Counsel reviewed and analyzed the
6 documents and determined the documents appeared to substantiate Plaintiff's claim that Defendant
7 failed to, among other things, provide accurate wage statements, reimburse for business expenses, pay
8 for all hours worked, and to provide compliant meal and rest periods.

9 17. To prepare for mediation, Defendant produced a sample of the time and payroll records
10 for the Class Members, aggregate workweek and pay period data for the Class Members, aggregate
11 meal premiums paid to the Class Members, and average hourly rate for the Class Members. In total,
12 Class Counsel reviewed thousands of documents and time data, and more than 450,000 unique cells of
13 payroll data.

14 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
15 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
16 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
17 credentialed and experienced experts in their fields and have provided their expertise on thousands of
18 cases.

19 19. BCG analyzed Defendant's time and payroll data to assist in the development of various
20 damage models. Among other things, BCG determined the approximate amount of allegedly unpaid
21 wages, number of workweeks, pay periods, average length of shifts and average number of hours
22 worked per week. BCG also estimated the number of allegedly missed, late, or truncated meal and rest
23 periods, the amount of allegedly unpaid wages, the amount of allegedly unreimbursed business
24 expenses, and the amount of allegedly missed meal and rest period premiums paid during the Class
25 Period.

26 20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
27 determining Plaintiff's suitability as a putative class representative through interviews, background
28 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;

1 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
2 and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing
3 Defendant's labor policies and practices; (6) reviewing and analyzing Defendant's publicly available
4 financial records and financial audit; (7) researching settlements in similar cases as well as outstanding
5 issues which could affect settlement approval; (8) evaluating Plaintiff's claims and estimating
6 Defendant's potential liability for purposes of settlement; (9) drafting the mediation brief; and (10)
7 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
8 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
9 independent assessment of the reasonableness of the terms to which the Parties have agreed.

10 21. Class Counsel only agreed to enter the Settlement following this thorough investigation,
11 evaluation of Plaintiff's claims, and evaluation of Defendant's financial condition. Based on its
12 investigation of the facts, applicable law, and marketplace for similar settlements, and considering the
13 risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by
14 Defendant, Class Counsel firmly believe this Agreement to be in the best interests of the Class
15 Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should
16 preliminarily approve the Settlement.

17 **C. The Parties Settled at Mediation**

18 22. On October 5, 2023, the Parties participated in mediation presided over by Hon. Brian C.
19 Walsh (Ret.), a retired judge and experienced mediator of wage and hour class and PAGA actions.
20 Judge Walsh helped manage the Parties' expectations and provided a useful, neutral analysis of the
21 issues and risks to both sides. The Parties made substantial progress with Judge Walsh's assistance.
22 Namely, the Parties exchanged information regarding their respective claims and defenses, including
23 their respective evaluation of the damages. The mediation concluded with a settlement, after both sides
24 agreed to a Mediator's proposal.

25 23. The complete and final terms of the Parties' settlement are now set forth in the
26 Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
27 compromise of the claims at issue.
28

1 24. During the litigation, Defendant raised the possibility that it would be unable to satisfy a
2 larger class-wide settlement due to its financial condition. Class Counsel retained Certified Public
3 Accountant, Kenneth L. Creal, to review and analyze Defendant's publicly available financial
4 information and Defendant's 2022 financial audit. Based on Mr. Creal's review, he determined that
5 Defendant could not afford a larger settlement than the one contemplated here. Moreover, the
6 installment plan contemplated by the Agreement is appropriate because it allows Defendant to work
7 toward accumulating the settlement funds.

8 **IV. ARGUMENT**

9 **A. The Court Should Preliminarily Approve the Class Action Settlement**

10 25. The Parties participated in mediation with retired jurist and respected mediator Hon.
11 Judge Walsh (Ret.). Judge Walsh managed the Parties' expectations and provided a useful, neutral
12 analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-
13 4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation
14 weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d.
15 Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps
16 to ensure that the proceedings were free of collusion and undue pressure.")) After a full day of mediated
17 negotiations, negotiations continued and the mediation concluded with a settlement.

18 26. Once the Parties agreed to the Mediator's proposal, the Parties engaged in negotiations
19 regarding the written terms of the class action settlement. The Agreement is the final product of the
20 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
21 compromise of the claims at issue.

22 27. As set forth in greater detail above, Class Counsel conducted a very thorough
23 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
24 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
25 Although no two cases are identical, this research provided Class Counsel with a marker to inform
26 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
27 Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense
28 counsel in settlement discussions that culminated in the proposed settlement now before the Court.

1 28. Class Counsel only agreed to enter the Settlement following their thorough investigation
2 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
3 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
4 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
5 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
6 reasonable, and adequate, the Court should preliminarily approve the Settlement.

7 29. The Gross Settlement Amount of \$200,000.00 is fair and reasonable considering the
8 nature and magnitude of the claims being settled and the various potential impediments to recovery.
9 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
10 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
11 various models were informed by Class Counsel's investigation, including the analysis of a significant
12 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
13 (excluding PAGA Penalties) ranged between \$580,188.42 ("Realistic Damages") and \$1,995,142.91
14 ("Maximum Damages") if successful at trial. This range reflects the uncertainty regarding several of
15 the claims. Thus, the Gross Settlement Amount represents a recovery of between 34.47% ("Realistic
16 Damages") and 10.02% ("Maximum Damages") of Defendant's class-wide exposure – well within the
17 recognized range of reasonableness. The following summarizes Defendant's liability exposure.

18 30. Plaintiff's primary claim in this Action alleges that Defendant failed to pay its employees
19 for all hours worked. Specifically, throughout the Class Period, Defendant failed to utilize a
20 timekeeping system. Instead, Defendant kept handwritten and rounded time records that artificially
21 reflected employees' schedules rather than the time they actually spent working. Based on Plaintiff's
22 testimony and Class Counsel's investigation, BCG estimated that Class Members and Aggrieved
23 Employees spent a total of 15 minutes of unpaid work every shift completing work-related tasks such
24 as, among other things, supervising and assisting Defendant's clients. As a result, Plaintiff, Class
25 Members, and Aggrieved Employees forfeited compensation, including overtime wages, for all the time
26 they spent working under Defendant's control.

27 31. Defendant vigorously denied liability for this claim. Defendant argued, among other
28 things, that employees filled in their timesheets themselves and recorded their time in line with their

1 actual work. Based on these arguments, Plaintiff discounted this claim 75% and estimated Defendant's
2 exposure for this claim ranged from \$27,580.31 and approximately \$110,321.25.

3 32. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
4 Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff, Class Members,
5 and Aggrieved Employees were not able to take timely and duty-free meal periods. Consequently,
6 Plaintiff alleges that he is owed meal period premiums for meal period violations that occurred during
7 the Class Period. An analysis of the Class Members' time and payroll data revealed that 100% of meal
8 periods were rounded to exactly thirty (30) minutes.

9 33. Defendant argued, among other things, that it has a lawful policy and that it provided all
10 their employees, i.e., Class Members and Aggrieved Employees, with the opportunity to take compliant
11 meal periods. Defendant also argued that employees were responsible for managing their own time and
12 complying with company meal period policies. Thus, Defendant argued that there was no potential
13 liability for Plaintiff's alleged meal period violations.

14 34. Consequently, Plaintiff applied a 50% discount to this claim and estimated that the
15 damages for this claim ranged from approximately \$188,855.04 to approximately \$377,710.08.

16 35. Plaintiff also alleged that Defendant failed to provide compliant rest periods. On many
17 occasions, Plaintiff was required to remain on-call, take late or interrupted rest periods, or forfeit rest
18 periods altogether. Again, Defendant denied liability and asserted that it maintained legally compliant
19 rest period policies and practices throughout the Class Period. Defendant also argued that, for a portion
20 of the Class Period, employees were required to record rest periods on their timesheets to ensure rest
21 periods were taken. Moreover, Plaintiff recognizes the evidentiary burdens establishing this claim.
22 Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony,
23 making it a riskier claim at class certification and liability stages. Certification likely would have
24 required depositions of Class Members who provided declarations, and Defendant surely would have
25 obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily
26 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
27 ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may have
28 an illegal, written rest break policy is insufficient for this Court to find that common issues

1 predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
2 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
3 uniform practices.”). Accordingly, Plaintiff’s Realistic Damage model applied a 75% discount to the
4 rest break claim and estimated the range of potential outcomes for this claim was between
5 approximately \$188,855.04 to approximately \$377,710.08.

6 36. Plaintiff alleged that Defendant required the Class Members to use their personal cellular
7 phones and personal vehicles as a result of and in furtherance of their job duties but were not reimbursed
8 by Defendant. California employers who require employees to incur personal business expenses for
9 work purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code § 2802(a),
10 providing that “an employer shall indemnify his or her employee for all necessary expenditures or losses
11 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer...”). BCG estimated a reasonable \$15 monthly
13 reimbursement rate for Class Members for the use of their personal cell phones and vehicles.

14 37. Again, Defendant denied any liability for this claim. Defendant argued that its written
15 policies provide for the issuance of cell phones to Class Members and Aggrieved Employees. Further,
16 Defendant argued that it did in fact reimburse employees for use of their vehicles as evidenced by the
17 Mileage Report showing that mileage was recorded and reimbursed. This claim was also heavily
18 discounted by 85% based on Defendant’s defenses. Plaintiff estimated Defendant’s exposure for this
19 claim ranged between approximately \$9,013.13 and approximately \$36,052.50.

20 38. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
21 wage statements. Specifically, Plaintiff alleges that as a result of Defendant’s failure to provide meal
22 and rest periods as required by the California Labor Code and pay for all wages, Plaintiff and other
23 Class Members are entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security*
24 *Services* (2022) 13 Cal. 5th 93 (concluding that meal premiums are “wages” entitling employees to
25 derivative wage statement penalties). Defendant argued that this claim would fail because the
26 underlying claims would fail and that, even if it failed to furnish accurate wage statements, Plaintiff
27 could not establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this
28

1 claim 25% to account for this risk. Plaintiff estimated that Defendant's exposure on this claim ranged
2 between \$94,250 and \$377,000.

3 39. Plaintiff also alleged that the Defendant's labor code violations resulted in derivative
4 liability for waiting time penalties. Although these *penalties* represented Defendant's largest dollar
5 amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendant argued that
6 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code
7 section 203. Notwithstanding the uncertain nature of the claims, Plaintiff estimated Defendant's
8 exposure for these claims ranged between \$71,634.90 and \$716,349.

9 40. Class Counsel's damage models also estimated Defendant's exposure for PAGA
10 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure ranged between
11 \$421,300 and \$900,000.

12 41. Here, the Parties negotiated a good faith PAGA Penalties in the amount of \$20,000 which
13 is 10% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA
14 Payments. Seventy-Five percent (75%) of the PAGA Penalties (\$15,000.00) will be paid to the LWDA
15 ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Penalties (\$5,000.00)
16 distributed to the Aggrieved Employees ("Aggrieved Employee Payment"), which is within the range
17 of PAGA penalties approved by courts and should be approved.

18 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

19 42. With respect to the most immediate challenge, i.e., class certification, the risks attendant
20 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
21 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
22 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
23 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
24 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
25 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
26 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
27 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
28 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176

1 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
2 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
3 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
4 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
5 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
6 certification of driver meal and rest period claims based on the predominance of individual issues).
7 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
8 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
9 settlement.

10 43. Finally, continuing to litigate this action would require continued and extensive resources
11 coupled with significant Court time to proceed through trial and post-trial motions; which can often
12 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
13 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
14 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
15 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
16 the risk of an appeal and subsequent reversal is real.

17 44. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$200,000.00 that
18 is roughly between approximately 34.47% of Defendant's *class-wide* liability exposure for damages,
19 and approximately 10.02% of Defendant's maximum class wide liability exposure for damages and
20 statutory penalties. Given the amount of the settlement here, as compared to potential value of the
21 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.
22 Notably, as discussed above, Defendant raised the possibility that it would be unable to satisfy a class-
23 wide settlement due to its financial condition. Based on Defendant's financial condition, Judge Walsh
24 proposed an installment plan to allow Defendant time to work toward accumulating the settlement
25 funds. Accordingly, the Gross Settlement Amount accounts for the risk that Defendant would be unable
26 to satisfy a larger settlement than the one contemplated here.

27
28 ///

1 **C. Proposed Notice Informs the Class About the Case and Settlement**

2 45. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
3 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
4 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
5 the nature of the lawsuit, a summary of the substance of the Settlement’s terms, the class definition, the
6 procedure, and time period within which to submit requests for exclusions or objections to the
7 Settlement, the date for the final approval hearing, the formula used to calculate settlement payments,
8 and the terms and scope of the Released Claims. Agreement at § III(L)(2)(a). The Parties negotiated
9 this method to ensure delivering the most reasonable method of notice to the Class Members while
10 ensuring cost effective administration of the Settlement.

11 46. Accordingly, both the method of disseminating the Class Notice and content of the Class
12 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
13 460,485 (the class notice must “fairly apprise the class members of the terms of the proposed
14 compromise and of the options open to dissenting class members”).).

15 **C. The Court Should Preliminarily Approve the Class Representative Service Award**

16 47. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The service award
17 is fair and reasonable compensation for the Plaintiff’s efforts bringing the action, assisting Class
18 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his
19 case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its
20 terms are fair and provide adequate relief for the Settlement Class, and agreeing to provide Defendant
21 a general release of all claims arising out of his employment.

22 48. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
23 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
24 above showing is sufficient for preliminary approval of the negotiated Service Award.

25 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

26 49. Class Counsel took this matter on a contingency fee basis and invested significant time
27 and expense successfully prosecuting Plaintiff’s claims. As discussed *supra*, the estimated average
28 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class

Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Attorneys' Expenses are fair and reasonable.

50. The Agreement provides that the Attorneys' Fees shall be divided between Class Counsel with 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC. Agreement at § I(E). Plaintiff reviewed and signed the Agreement and has an executed fee agreement with Class Counsel, thereby agreeing to the fee split. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Attorneys' Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

51. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional certification of the Class is appropriate.

52. Because all Class Members are Defendant's current and former employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

53. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class.

54. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated his ability to advocate for the interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

55. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each

claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

F. Class Counsel's Experience

56. Additionally, Plaintiff is represented by competent Class Counsel who have extensive experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and gained state court settlement approval of the same class-wide causes of action that are at issue in this case. Class Counsel's wage and hour class action experience establishes that they are well qualified to represent the interests of this Class.

57. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Tesla Stone (Paralegal), Laura Gonzalez-Mendez (Paralegal), Jennifer Heming (Paralegal), and Madelyn Uchiyama (Legal Assistant).

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

59. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 13 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

60. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 4.

///

61. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$75 million on behalf of the Firm's clients.

62. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

63. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

64. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of January 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

LAGERALD WEBB, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SERVICE FIRST OF NORTHERN
CALIFORNIA, a California corporation; and
DOES 1 through 50, Inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0007604

[Action Filed August 30, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff LAGERALD WEBB (hereinafter "Plaintiff"), an individual,
3 on behalf of the Settlement Class, and in his representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant SERVICE FIRST OF NORTHERN
5 CALIFORNIA (hereinafter "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class and representative action lawsuit designated
8 *Webb v. Service First of Northern California*, San Joaquin County Superior Court,
9 Case No. STK-CV-UOE-2022-0007604, filed August 30, 2022.
- 10 B. "Aggrieved Employees" means all non-exempt employees who are or previously
11 were employed by Defendant and performed work in California during the PAGA
12 Period.
- 13 C. "Aggrieved Employee Payment" means 25% of the PAGA Penalties allocated to the
14 Aggrieved Employees. "Agreement" or "Settlement Agreement" means this
15 Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- 16 D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
17 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 18 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
19 Class Counsel for the services they have rendered to Plaintiff and the Settlement
20 Class in the Action, currently not to exceed one-third of the Gross Settlement
21 Amount currently estimated to be \$66,666.67 out of \$200,000.00. Attorneys' Fees
22 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and
23 50% to Zakay Law Group, APLC).
- 24 F. "Claims Administrator" means Apex Class Action Settlement Administration,
25 located at 18 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700;
26 Fax: (949)878-3536. The Claims Administrator establishes, designates and

maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

G. "Claims Administration Expenses" shall mean the amount paid to the Claims Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$10,000.00.

H. "Class" or the "Class Members" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.

I. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

J. "Class Period" means the period beginning August 30, 2018 to December 22, 2023.

K. "Class Representative" shall mean plaintiff Lagerald Webb.

L. "Court" means the Superior Court for the State of California, County of San Joaquin currently presiding over the Action.

M. "Defendant" shall mean Service First of Northern California.

N. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final

1 approval order, then the effective date of final approval will be the date the Court
2 enters the order and judgment granting final approval of the settlement. If an appeal
3 is taken from the Court's overruling of objections to the settlement, then the effective
4 date of final approval will be twenty (20) days after the appeal is withdrawn or after
5 an appellate decision affirming the final approval decision becomes final.

6 O. "First Installment" shall mean the Installment Payment of One Hundred Thousand
7 Dollars and Zero Cents (\$100,000.00) due on or before January 23, 2025.

8 P. "Funding Date" shall mean the date that the Gross Settlement Amount is fully funded
9 by Defendant into the QSF and paid the employer side payroll taxes to the Claims
10 Administrator in accordance with the terms of this Agreement, and which shall be in
11 accordance with Paragraph III(M) below.

12 Q. "Gross Settlement Amount" means Two Hundred Thousand Dollars and Zero Cents
13 (\$200,000.00) that Defendant must pay into the Qualified Settlement Fund (QSF) in
14 connection with this Settlement, inclusive of the sum of Claims Administration
15 Expenses, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA
16 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any
17 payment under this Settlement. The Gross Settlement Amount shall be all-in with no
18 reversion to Defendant.

19 R. "Individual Settlement Payments" means the amount payable from the Net Settlement
20 Amount to each Settlement Class Member and excludes any amounts distributed to
21 Aggrieved Employees pursuant to PAGA.

22 S. "LWDA Payment" means 75% of the PAGA Penalties allocated to the Labor and
23 Workforce Development Agency. "Net Settlement Amount" or "NSA" means the
24 Gross Settlement Amount, less Attorneys' Fees, Attorneys' Expenses, Service
25 Award, PAGA Penalties, and Claims Administration Expenses.

26 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the

Claims Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Claims Administrator).

U. “Operative Complaint” shall mean the Complaint filed on August 30, 2022.

V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

Y. “PAGA Period” means the period beginning June 22, 2021, through December 22, 2023.

Z. “PAGA Penalties” shall mean Twenty Thousand Dollars (\$20,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the Labor and Workforce Development Agency (“LWDA Payment”). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Penalties will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

BB. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

1 CC. "Plaintiff" shall mean Lateral Webb.

2 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
3 by the Claims Administrator to fund the Gross Settlement Amount.

4 EE. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
5 been alleged based on the facts alleged in the Operative Complaint in the Action
6 which occurred during the Class Period, and expressly excluding all other claims,
7 including claims for vested benefits, wrongful termination, unemployment insurance,
8 disability, social security, workers' compensation, and class claims outside of the
9 Class Period.

10 FF. "Released PAGA Claims" means all PAGA claims alleged in the Operative
11 Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
12 during the PAGA Period, and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social
14 security, workers' compensation, and PAGA claims outside of the PAGA Period.

15 GG. "Released Parties" shall mean Defendant.

16 HH. "Response Deadline" means the date forty-five (45) calendar days after the Claims
17 Administrator mails Notice Packets to Class Members and the last date on which
18 Class Members may submit requests for exclusion or objections to the Settlement.

19 II. "Second Installment" shall mean the Installment Payment of One Hundred Thousand
20 Dollars and Zero Cents (\$100,000.00) due on or before February 23, 2026.

21 JJ. "Service Award" means an award in the amount of \$10,000 or in an amount that the
22 Court authorizes to be paid to the Class Representative, in addition to his Individual
23 Settlement Payment and his individual Aggrieved Employee Payment, in recognition
24 of his efforts and risks in assisting with the prosecution of the Action.

25 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.

1 LL. "Settlement Installment Payments" means the two (2) equal installment payments in
2 the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000) each, made
3 by Defendant to the Claims Administrator, with the First Installment to be paid on or
4 before January 23, 2025, and the Second Installment to be paid on or before February
5 23, 2026.

6 MM. "Settlement Class Members" or "Settlement Class" means all Class Members who
7 have not submitted a timely and valid request for exclusion as provided in this
8 Agreement.

9 NN. "Workweeks" shall mean any seven (7) consecutive days beginning on Sunday and
10 ending on Saturday, in which a Class Member is employed and received any form of
11 compensation from Defendant

12 **II. RECITALS**

13 A. On June 22, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
14 Development Agency (LWDA) and served the same on Defendant.

15 B. On August 30, 2022, Plaintiff filed the Action, alleging claims for:

- 16 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 17 2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
- 18 3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
- 19 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the
20 applicable Wage Order);
- 21 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the
22 applicable wage order);
- 23 6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);
- 24 7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
25 *et seq.*);
- 26 8. Failure to Reimburse for Required Expenses (Labor Code § 2802); and

9. Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq*).

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notice to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and

1 numerous potential appellate issues. Although it denies any liability, Defendant
2 agrees to this Settlement solely to avoid the inconveniences and cost of further
3 litigation. The Parties and their counsel have agreed to settle the claims on the terms
4 set forth in this Agreement.

5 F. On October 5, 2023, the Parties participated in mediation presided over by Honorable
6 Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage and hour
7 class and PAGA actions. The mediation concluded with a settlement, which was
8 subsequently memorialized in the form of a Memorandum of Understanding.

9 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
10 other agreements, understandings, or representations between the Parties. This
11 Agreement represents a compromise and settlement of highly disputed claims.
12 Nothing in this Agreement is intended or will be construed as an admission by
13 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
14 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
15 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
16 have merit.

17 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
18 Settlement was arrived at through arm's-length negotiations, taking into account all
19 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
20 attendant to continuing the Action through trial and any appeal. Accordingly, the
21 Parties desire to settle, compromise and discharge all disputes and claims arising from
22 or relating to the Action fully, finally, and forever.

23 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
24 for any reason the settlement does not become effective, Defendant reserves the right
25 to contest certification of any class for any reason and reserves all available defenses
26 to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Two Hundred Thousand Dollars (\$200,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that the Settlement Class was comprised of 343 individuals who collectively worked approximately 20,370 workweeks ("Projected Workweeks") during the Class Period. One week prior to the filing of the motion for Preliminary Approval, Defendant will provide Class Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period. No later than thirty (30) days after execution of this Settlement Agreement, Defendant will provide the Claims Administrator with the Class Data in order to ensure the Claims Administrator has sufficient time to prepare the foregoing declaration prior to the filing of the motion for Preliminary Approval. If the Projected Workweeks increase by more than 10% of the estimated stated herein (i.e., more than 22,407 Workweeks), the Gross

1 Settlement Amount shall increase proportionally for the number of
2 workweeks over 110% of the 20,370 Projected Workweeks (22,407). For
3 example, if the total workweeks in the Class Period are 115% of 20,370, the
4 Gross Settlement Amount shall increase by 5%. Defendant will provide a
5 declaration under penalty of perjury confirming the number of applicable
6 Class Members and workweeks they worked during the applicable Class
7 Period one week prior to Plaintiff's deadline to file his motion for preliminary
8 approval of the settlement.

- 9 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
10 into the QSF, through the Claims Administrator as follows: the First
11 Installment shall be paid on or before January 23, 2025, and the Second
12 Installment shall be paid on or before February 23, 2026. Within fourteen
13 (14) calendar days after Defendant funds the Gross Settlement Amount in an
14 amount sufficient to cover the Individual Settlement Payments, Individual
15 Aggrieved Employee Payment, and the Service Award, the Claims
16 Administrator will mail checks for all Individual Settlement Payments and all
17 Aggrieved Employees Payments, and the Service Award. Thereafter, within
18 fourteen (14) calendar days after Defendants fund the Gross Settlement
19 Amount in full, the Claims Administrator will mail checks for the LWDA
20 Payment, the Claims Administration Expenses, the Attorneys' Fees, and
21 Attorneys' Expenses. Disbursement of the Attorneys' Fees, and Attorneys'
22 Expenses, and the Claims Administration Expenses shall not precede
23 disbursement of Individual Settlement Payments and Individual Aggrieved
24 Employee Payments. Any interest accrued will be added to the NSA and
25 distributed to the Settlement Class Members except that if final approval is
26 reversed on appeal, then Defendant is entitled to prompt return of the principal

1 and all interest accrued.

2 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
3 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
4 together with the Gross Settlement Amount on the Funding Date.

5 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
6 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
7 release the Released Parties from the Released Class Claims for the Class Period.

8 C. Release by Aggrieved Employees. As of the Funding Date, in exchange for the
9 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
10 California release the Released Parties from the Released PAGA Claims for the PAGA
11 Period. As a result of this release, the Aggrieved Employees shall be precluded from
12 bringing claims against Defendant for the Released PAGA Claims.

13 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
14 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
15 Released Parties from any and all claims, whether known or unknown, which exist or
16 may exist on either Plaintiff's behalf as of the date of this Agreement, including but
17 not limited to any and all tort claims, contract claims, wage claims, wrongful
18 termination claims, disability claims, benefit claims, public policy claims, retaliation
19 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
20 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
21 all claims arising under any federal, state or other governmental statute, law, regulation
22 or ordinance, including, but not limited to claims for violation of the Fair Labor
23 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
24 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
25 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
26 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair

1 Employment and Housing Act, the California Family Rights Act, the Family Medical
2 Leave Act, California's Whistleblower Protection Act, California Business &
3 Professions Code Section 17200 et seq., and any and all claims arising under any
4 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also
5 waives and relinquishes any and all claims, rights or benefits that he may have under
6 California Civil Code § 1542, which provides as follows:

7
8 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
9 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
10 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
11 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
12 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
13 ***OR RELEASED PARTY.***

14
15 Thus, notwithstanding the provisions of section 1542, and to implement a full and
16 complete release and discharge of the Released Parties, Plaintiff expressly
17 acknowledges this Settlement Agreement is intended to include in its effect, without
18 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
19 the time of signing this Settlement Agreement, and that this Settlement Agreement
20 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
21 has read this Settlement Agreement, including this waiver of California Civil Code
22 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
23 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
24 about the waiver of section 1542, and that Plaintiff understands this Settlement
25 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
26 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may

1 discover facts different from or in addition to those Plaintiff now knows or believes to
2 be true regarding the matters released or described in this Settlement Agreement, and
3 even so Plaintiff agrees that the releases and agreements contained in this Settlement
4 Agreement shall remain effective in all respects notwithstanding any later discovery
5 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
6 mistake in connection with the true facts involved in the matters, disputes, or
7 controversies released or described in this Settlement Agreement or with regard to any
8 facts now unknown to Plaintiff relating thereto.

9 E. Conditions Precedent: This Settlement will become final and effective only upon the
10 occurrence of all of the following events:

- 11 1. The Court enters an order granting preliminary approval of the Settlement;
- 12 2. The Court enters an order granting final approval of the Settlement and a Final
13 Judgment;
- 14 3. If an objector appears at the final approval hearing, the time for appeal of the
15 Final Judgment and Order Granting Final Approval of Class Action
16 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
17 any appeal from the Judgment and Order Granting Final Approval of Class
18 Action Settlement; and
- 19 4. Defendant fully funds the Gross Settlement Amount.

20 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
21 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
22 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
23 from obtaining a complete resolution of the Released Class Claims, or if Defendant
24 fails to fully fund the Gross Settlement Amount:

- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification; and

4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA

Penalties described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Penalties .

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court’s setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior

1 to the filing of the Motion to give Defendant an opportunity to propose changes or
2 additions to the Motion.

3 K. Claims Administrator. The Claims Administrator shall be responsible for: establishing
4 and administering the QSF; calculating, processing and mailing payments to the Class
5 Representative, Class Counsel, LWDA and Class Members; printing and mailing the
6 Notice Packets to the Class Members as directed by the Court; receiving and reporting
7 the objections and requests for exclusion; calculating, deducting and remitting all
8 legally required taxes from Individual Settlement Payments and distributing tax forms
9 for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual
10 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
11 Penalties; processing and mailing tax payments to the appropriate state and federal
12 taxing authorities; providing declaration(s) as necessary in support of preliminary
13 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
14 or the Court orders the Claims Administrator to perform. The Claims Administrator
15 shall keep the Parties timely apprised of the performance of all Claims Administrator
16 responsibilities by among other things, sending a weekly status report to the Parties'
17 counsel stating the date of the mailing, the of number of Elections Not to Participate
18 in Settlement it receives (including the numbers of valid and deficient), and number of
19 objections received.

20 L. Notice Procedure.

- 21 1. Class Data. No later than thirty (30) days after execution of this Settlement
22 Agreement, Defendant shall provide the Claims Administrator with the Class
23 Data for purposes of preparing and mailing Notice Packets to the Class
24 Members.
- 25 2. Notice Packets.

- 1 a) The Notice Packet shall contain the Notice of Class Action Settlement
2 in a form substantially similar to the form attached as **Exhibit A**. The
3 Notice of Class Action Settlement shall inform Class Members and
4 Aggrieved Employees that they need not do anything in order to
5 receive an Individual Settlement Payment and/or Aggrieved
6 Employees' individual shares of the PAGA Penalties and to keep the
7 Claims Administrator apprised of their current mailing address, to
8 which the Individual Settlement Payments and/or Aggrieved
9 Employees' individual shares of the PAGA Penalties will be mailed
10 following the Funding Date. The Notice of Class Action Settlement
11 shall set forth the release to be given by all members of the Class who
12 do not request to be excluded from the Settlement Class and/or
13 Aggrieved Employees' in exchange for an Individual Settlement
14 Payment and/or Aggrieved Employees' individual shares of the PAGA
15 Penalties, the number of Workweeks worked by each Class Member
16 during the Class Period and PAGA Period, if any, and the estimated
17 amount of their Individual Settlement Payment if they do not request
18 to be excluded from the Settlement and each Aggrieved Employees'
19 share of the PAGA Penalties, if any. The Claims Administrator shall
20 use the Class Data to determine Class Members' Workweeks and
21 PAGA Workweeks. The Notice will also advise the Aggrieved
22 Employees that they will release the Released PAGA Claims and will
23 receive their share of the PAGA Penalties regardless of whether they
24 request to be excluded from the Settlement.
- 25 b) The Notice Packet's mailing envelope shall include the following
26 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE

ENTITLED TO PARTICIPATE IN A CLASS ACTION
SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Claims Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Claims Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant, are returned to the Claims Administrator as non-delivered and no forwarding address is provided, the Claims Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address

1 and transmit to the Claims Administrator any corrected address provided by
2 the Class Member. Class Members who received a re-mailed Notice Packet
3 shall have their Response Deadline extended fifteen (15) days from the
4 original Response Deadline.

5 5. Disputes Regarding Individual Settlement Payments. Class Members will
6 have the opportunity, should they disagree with Defendant's records regarding
7 the start and end dates of employment, to provide documentation and/or an
8 explanation to show contrary dates. If there is a dispute, the Claims
9 Administrator will consult with the Parties to determine whether an
10 adjustment is warranted. The Claims Administrator shall determine the
11 eligibility for, and the amounts of, any Individual Settlement Payments under
12 the terms of this Agreement. The Claims Administrator's determination of
13 the eligibility for and amount of any Individual Settlement Payment shall be
14 binding upon the Class Member and the Parties.

15 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
16 by the Claims Administrator concerning the administration of the Settlement
17 will be resolved by the Court under the laws of the State of California. Before
18 any such involvement of the Court, counsel for the Parties will confer in good
19 faith to resolve the disputes without the necessity of involving the Court.

20 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
21 Packet shall state that Class Members who wish to exclude themselves from
22 the Settlement must submit a written request for exclusion to the Claims
23 Administrator by the Response Deadline. The written request for exclusion
24 must state that the Class Member wishes to exclude himself or herself from
25 the Settlement and (1) must contain the name, address, and the last four digits
26 of the Social Security number of the person requesting exclusion; (2) must be

1 signed by the Class Member; (3) must be postmarked or fax stamped by the
2 Response Deadline and returned to the Claims Administrator at the specified
3 address or fax telephone number; and (4) contain a typewritten or handwritten
4 notice stating in substance that he or she wishes to be excluded from the
5 settlement of the class action lawsuit entitled *Webb v. Service First of*
6 *Northern California*, currently pending in Superior Court of San Joaquin,
7 Case No. STK-CV-UOE-2022-0007604. The request for exclusion will not
8 be valid if it is not timely submitted, if it is not signed by the Class Member,
9 or if it does not contain the name and address and last four digits of the Social
10 Security number of the Class Member. The date of the postmark on the
11 mailing envelope or fax stamp on the request for exclusion shall be the
12 exclusive means used to determine whether the request for exclusion was
13 timely submitted. Any Class Member who submits a timely request for
14 exclusion shall be excluded from the Settlement Class will not be entitled to
15 an Individual Settlement Payment and will not be otherwise bound by the
16 terms of the Settlement or have any right to object, appeal or comment
17 thereon. However, any Class Member that submits a timely request for
18 exclusion that is also an Aggrieved Employee still receive his/her pro rata
19 share of the PAGA Settlement, as specified below, and in consideration, will
20 be bound by the Release by the Aggrieved Employees as set forth herein.
21 Settlement Class Members who fail to submit a valid and timely request for
22 exclusion on or before the Response Deadline shall be bound by all terms of
23 the Settlement and any final judgment entered in this Action if the Settlement
24 is approved by the Court. No later than twenty-one (21) calendar days after
25 the Response Deadline, the Claims Administrator shall provide counsel for
26 the Parties with a final list of the Class Members who have timely submitted

1 timely requests for exclusion. At no time shall any of the Parties or their
2 counsel seek to solicit or otherwise encourage members of the Class to submit
3 requests for exclusion from the Settlement.

- 4 8. Objections. The Notice of Class Action Settlement contained in the Notice
5 Packet shall state that Class Members who wish to object to the Settlement
6 may submit to the Claims Administrator a written statement of objection
7 (“Notice of Objection”) by the Response Deadline. The postmark date of
8 mailing shall be deemed the exclusive means for determining that a Notice of
9 Objection was served timely. The Notice of Objection, if in writing, must be
10 signed by the Settlement Class Member and state: (1) the case name and
11 number; (2) the name of the Settlement Class Member; (3) the address of the
12 Settlement Class Member; (4) the last four digits of the Settlement Class
13 Member’s Social Security number; (5) the basis for the objection; and (6) if
14 the Settlement Class Member intends to appear at the Final
15 Approval/Settlement Fairness Hearing. Class Members who fail to make
16 objections in writing in the manner specified above may still make their
17 objections orally at the Final Approval/Settlement Fairness Hearing with the
18 Court’s permission. Settlement Class Members will have a right to appear at
19 the Final Approval/Settlement Fairness Hearing to have their objections heard
20 by the Court regardless of whether they submitted a written objection. At no
21 time shall any of the Parties or their counsel seek to solicit or otherwise
22 encourage Class Members to file or serve written objections to the Settlement
23 or appeal from the Order and Final Judgment. Class Members who submit a
24 written request for exclusion may not object to the Settlement. Class Members
25 may not object to the PAGA Penalties.

M. Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be allocated as follows:

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Claims Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Claims Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employees' PAGA Payment Ratio will then be multiplied by the PAGA Penalties to calculate each Aggrieved Employees' estimated share of the PAGA Penalties.

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 20% wages (“Wage
3 Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest
4 Portion”). The Wage Portion of the Individual Settlement Payments shall be
5 reported on IRS Form W-2 and the Penalties and Interest Portion and Interest
6 Portion of the Individual Settlement Payments shall be reported on IRS Form
7 1099 issued by the Settlement Agreement.
- 8 4. Allocation of Aggrieved Employees Payments. For tax purposes, Aggrieved
9 Employee Payments shall be allocated and treated as 100% penalties and shall
10 be reported on IRS Form 1099.
- 11 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
12 individual shares of the PAGA Penalties made to Settlement Class Members
13 and/or Aggrieved Employees under this Settlement Agreement, as well as any
14 other payments made pursuant to this Settlement Agreement, will not be
15 utilized to calculate any additional benefits under any benefit plans to which
16 any Class Members may be eligible, including, but not limited to profit-
17 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
18 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
19 Parties’ intention that this Settlement Agreement will not affect any rights,
20 contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.
- 22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies are actually received by the
25 Settlement Class Members. It is the intent of the Parties that Individual
26 Settlement Payments and individual shares of the PAGA Penalties provided for

1 in this Settlement agreement are the sole payments to be made by Defendant to
2 Settlement Class Members and/or Aggrieved Employees in connection with this
3 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
4 Class Members and/or Aggrieved Employees are not entitled to any new or
5 additional compensation or benefits as a result of having received the Individual
6 Settlement Payments and/or their shares of the PAGA Penalties.

7 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
8 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
9 and/or Aggrieved Employees' last known mailing address no later than thirty
10 (30) days after the Funding Date.

11 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. If a Settlement Class Member and/or
14 Aggrieved Employee does not cash his or her settlement check within 90 days,
15 the Claims Administrator will send a letter to such persons, advising that the
16 check will expire after the 180th day, and invite that Settlement Class Member
17 and/or Aggrieved Employee to request reissuance in the event the check was
18 destroyed, lost or misplaced. In the event an Individual Settlement Payment
19 and/or Aggrieved Employees' individual share of the PAGA Penalties check
20 has not been cashed within one hundred and eighty (180) days, all funds
21 represented by such uncashed checks, plus any interest accrued thereon, shall
22 be paid to the Community Law Project pursuant to California Code of Civil
23 Procedure section 386.

24 9. Service Award. In addition to the Individual Settlement Payment as a
25 Settlement Class Member and his Aggrieved Employee Payment, Plaintiff
26 will apply to the Court for an award of not more than \$10,000.00, as the

1 Service Award. Defendant will not oppose a Service Award of not more than
2 \$10,000.00 for Plaintiff. The Claims Administrator shall pay the Service
3 Award, either in the amount stated herein if approved by the Court or some
4 other amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than thirty (30) days after the Funding Date. Any portion of
6 the requested Service Award that is not awarded to the Class Representative
7 shall be part of the Net Settlement Amount and shall be distributed to
8 Settlement Class Members as provided in this Agreement. The Claims
9 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
10 Service Award. Plaintiff shall be solely and legally responsible to pay any
11 and all applicable taxes on his Service Award and shall hold harmless the
12 Released Parties from any claim or liability for taxes, penalties, or interest
13 arising as a result of the Service Award. Approval of this Settlement shall not
14 be conditioned on Court approval of the requested amount of the Service
15 Award. If the Court reduces or does not approve the requested Service Award,
16 Plaintiff shall not have the right to revoke the Settlement, and it will remain
17 binding.

- 18 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
19 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
20 the Gross Settlement Amount currently estimated to be \$66,666.67 *and*
21 Attorneys' Expenses supported by declaration not to exceed Twenty-Five
22 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and
23 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
24 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
25 not awarded to Class Counsel shall be part of the Net Settlement Amount and
26 shall be distributed to Settlement Class Members as provided in this

1 Agreement. The Claims Administrator shall allocate and pay the Attorneys'
2 Fees to Class Counsel from the Gross Settlement Amount no later than thirty
3 (30) days after the Funding Date. Class Counsel shall be solely and legally
4 responsible to pay all applicable taxes on the payment made pursuant to this
5 paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC
6 to Class Counsel for the payments made pursuant to this paragraph. In the
7 event that the Court reduces or does not approve the requested Attorneys'
8 Fees, Plaintiff and Class Counsel shall not have the right to revoke the
9 Settlement, or to appeal such order, and the Settlement will remain binding.

10 11. PAGA Penalties. Twenty Hundred Dollars (\$20,000.00) shall be allocated
11 from the Gross Settlement Amount for settlement of claims for civil penalties
12 under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
13 Claims Administrator shall pay the LWDA Payment, comprised of seventy-
14 five percent (75%) of the PAGA Penalties (\$15,000.00), to the California
15 Labor and Workforce Development Agency no later than thirty (30) days after
16 the Effective Date. The Aggrieved Employee Payment, comprised of twenty-
17 five percent (25%) of the PAGA Penalties (\$5,000.00), will be distributed to
18 the Aggrieved Employees as described in this Agreement. For purposes of
19 distributing the Aggrieved Employee Payment, each Aggrieved Employee
20 shall receive their pro-rata share of the Aggrieved Employee Payment using
21 the PAGA Payment Ratio as defined above.

22 12. Claims Administration Expenses. The Claims Administrator shall be paid for
23 the costs of administration of the Settlement from the Gross Settlement
24 Amount. The estimate of the Claims Administration Expenses is \$10,000.00.
25 The Claims Administrator shall be paid the Claims Administration Expenses
26 no later than thirty (30) days after the Effective Date.

1 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
3 twenty-eight (28) days following the expiration of the Response Deadline, which
4 motion shall request final approval of the Settlement and a determination of the
5 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
6 Expenses, the PAGA Penalties, and the Claims Administration Expenses. Plaintiff
7 will provide Defendant with a draft of the Motion at least three (3) business days prior
8 to the filing of the Motion to give Defendant an opportunity to propose changes or
9 additions to the Motion.

10 1. Declaration by Claims Administrator. No later than seven (7) days after the
11 Response Deadline, the Claims Administrator shall submit a declaration in
12 support of Plaintiff's motion for final approval of this Settlement detailing the
13 number of Notice Packets mailed and re-mailed to Class Members, the
14 number of undeliverable Notice Packets, the number of timely requests for
15 exclusion, the full names of those Class Members who requested exclusion
16 from the Settlement (including the full name of the Class Member(s) who
17 requested exclusion), the number of objections received, the amount of the
18 average, highest, and lowest Individual Settlement Payments, the amount of
19 the average, highest, and lowest Aggrieved Employee Payments, the Claims
20 Administration Expenses, and any other information as the Parties mutually
21 agree or the Court orders the Claims Administrator to provide.

22 2. Final Approval Order and Judgment. Class Counsel shall present an Order
23 Granting Final Approval of Class Action Settlement to the Court for its
24 approval, and Judgment thereon, at the time Class Counsel files the Motion
25 for Final Approval.
26

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represents and warrants that he/she is
26 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and

warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the

continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of signing this agreement by all parties until the entry of the final approval order and judgement or if not entered the date this agreement shall no longer be of any force or effect

Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Jan 2, 2024


Lagerald Webb (Jan 2, 2024 09:44 PST)

Lagerald Webb

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

1
2 DATED: _____

3 FIRST SERVICE OF NORTHERN CALIFORNIA

4
5 Printed Name

6
7 Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: Jan. 2, 2024

JCL LAW FIRM, A.P.C.

11 By:  _____

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14
15 DATED: Jan. 2, 2024

ZAKAY LAW GROUP, APLC

16 By:  _____

17 Attorneys for Plaintiff and the Settlement Class
18 Members

19
20 DATED: _____

KROLOFF, BELCHER, SMART, PERRY &
21 CHRISTOPHERSON

22 By: _____

23 Jamie M. Bossuat, Esq.

24 Attorney for Defendant

1
2 DATED: 12/29/2023


FIRST SERVICE OF NORTHERN CALIFORNIA

VERNELL HILL, SR.

Printed Name

CEO

Title

3
4
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7
8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: _____

JCL LAW FIRM, A.P.C.

11 By: _____

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14
15 DATED: _____

ZAKAY LAW GROUP, APLC

16 By: _____

17 Attorneys for Plaintiff and the Settlement Class
18 Members

19
20 DATED: 12/29/23

KROLOFF, BELCHER, SMART, PERRY &
CHRISTOPHERSON

21 By: 

22 Jamie M. Bossuat, Esq.

23 Attorney for Defendant

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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Webb v. Service First of Northern California, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-0007604)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Claims Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Claims Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Lagerald Webb (“Plaintiff”) and Service First of Northern California (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period. The “Class Period” is the period from August 30, 2018 through December 22, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 22, 2022, Plaintiff served the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”) and served the same on Defendant. On August 30, 2022, Plaintiff filed a Class and Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2022-0007604. Plaintiff asserted claims that Defendant: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (8) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; and (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On October 5, 2023, the Parties participated in an all-day mediation with Honorable Brian C. Walsh (Ret.), a retired jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on **MONTH XX, 202X**. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Claims Administration Expenses, PAGA Penalties, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount Defendant shall deposit the Gross Settlement Amount into the QSF, through the Claims Administrator as follows: the First Installment shall be paid on or before January 23, 2025, and the Second Installment shall be paid on or before February 23, 2026. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount in an amount sufficient to cover the Individual Settlement Payments, Individual Aggrieved Employee Payment, and the Service Award, the Claims Administrator will mail checks for all Individual Settlement Payments and all Aggrieved Employees Payments, and the Service Award. Thereafter, within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount in full, the Claims Administrator will mail checks for the LWDA Payment, the Claims Administration Expenses, the Attorneys’ Fees, and Attorneys’ Expenses. Disbursement of the Attorneys’ Fees, and Attorneys’ Expenses, and the Claims Administration Expenses shall not precede disbursement of Individual Settlement Payments and Individual Aggrieved Employee Payments.. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. The amount paid to the Claims Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$10,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$66,666.67 out of \$200,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award in the amount of Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A payment of Twenty Thousand Dollars (\$20,000.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$5,000.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$15,000.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to the Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between June 22, 2021, to December 22, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Claims Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (August 30, 2018 to December 22, 2023).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> pay periods worked during the PAGA Period (June 22, 2021 to December 22, 2023).

Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Claims Administrator at the address provided in this Notice no later than [REDACTED] [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: Apex Class Action Settlement Administration.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Claims Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the Claims Administrator's website at <https://www.apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Claims Administrator is Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Webb v. Service First of Northern California*, currently pending in Superior Court of San Joaquin, Case No. STK-CV-UOE-2022-0007604. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Webb v. Service First of Northern California, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-0007604*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the

terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Claims Administrator no later than [REDACTED]. The address for the Claims Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

E-Mail: shani@zakaylaw.com

Counsel for Defendant:

Jamie M. Bossuat, Esq.

Kroloff, Belcher, Smart, Perry &

Christopherson, A Professional Law

Corporation

7540 Shoreline Drive,

Stockton, CA 952198

Tel.: (209) 478-2000

Fax: (209) 478-0354

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Joaquin County Superior Court, Department 10D, located at 180 E. Weber Avenue, Stockton, CA 95202 before Judge Barbara Kronlund. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Claims Administrator at 1-800-355-0700 or write to ***Webb v. Service First of Northern California***, currently pending in San Joaquin County Superior Court Case No. ***STK-CV-UOE-2022-0007604***, Claims Administrator, c/o Apex Class Action Settlement Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Claims Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Claims Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.

EXHIBIT 2



5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com

Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

Eduardo Garcia, Esq.
egarcia@jcl-lawfirm.com

Sydney Castillo-Johnson, Esq.
scastillo@jcl-lawfirm.com

June 22, 2022

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

SERVICE FIRST OF NORTHERN CALIFORNIA

c/o Vernell Hill
1225 Mill Way
Stockton, CA 95209

Sent via Certified Mail and Return Receipt No. 7022 0410 0001 5846 6608

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

Dear Sir/Madam:

Our offices represent Plaintiff LEGERALD WEBB ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant SERVICE FIRST OF NORTHERN CALIFORNIA ("Defendant"). Plaintiff was employed by Defendant in California from May of 2016 to August of 2021 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 of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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



Jean-Claude Lapuyade, Esq.

Enclosure (1)

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
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jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

LAGERALD WEBB an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

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

DEMAND FOR A JURY TRIAL

PLAINTIFF LAGERALD WEBB (“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 SERVICE FIRST OF NORTHERN CALIFORNIA. (“DEFENDANT”) is a California nonprofit corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates community-based programs that provide supportive services to individuals who are developmentally disabled, mentally ill, physically disabled, struggling with addiction, homeless veterans, and Social Security Beneficiaries.

3. PLAINTIFF was employed by DEFENDANT in California from May of 2016 to August of 2021 as a non-exempt employee, paid an hourly basis and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

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).

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

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

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

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

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

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

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

20 **JURISDICTION AND VENUE**

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

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

THE CONDUCT

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

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT’s control. Specifically, DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be

1 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
2 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
3 Members forfeited minimum wage and overtime compensation by regularly working without their
4 time being accurately recorded and without compensation at the applicable minimum wage and
5 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
6 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
7 records.

8 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
9 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
10 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
11 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
12 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
13 more than five (5) hours during some shifts without receiving a meal break. Further,
14 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
15 off-duty meal period for some workdays in which these employees are required by DEFENDANT
16 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
17 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
18 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
19 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
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. PLAINTIFF
7 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
8 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,
9 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
10 proper rest periods by DEFENDANT and DEFENDANT's managers.

11 **C. Unreimbursed Business Expenses**

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

23 19. In the course of their employment, DEFENDANT required PLAINTIFF and other
24 CALIFORNIA CLASS Members to use their personal cell phones and vehicles as a result of and
25 in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
26 Members were required to use their personal cell phones and vehicles in order to perform work
27 related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
28 CALIFORNIA CLASS Members for the use of their personal cell phones and vehicles. As a

1 result, in the course of their employment with DEFENDANT, the PLAINTIFF and other
2 CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but
3 were not limited to, costs related to the use of their personal cell phones and vehicles, all on behalf
4 of and for the benefit of DEFENDANT.

5 **D. Wage Statement Violations**

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

14 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
15 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
16 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
17 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
18 accurate wage statements which failed to show, among other things, all deductions, the total hours
19 worked and all applicable hourly rates in effect during the pay period, and the corresponding
20 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
21 meal and rest periods.

22 22. Further, from time to time, DEFENDANTS included Holiday, Sick/Bereave, and
23 Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code §
24 226(a)(2), notwithstanding the fact Holiday, Sick/Bereave, and Vacation hours are not considered
25 hours worked. DEFENDANTS' inclusion of Holiday, Sick/Bereave, and Vacation hours into the
26 total hours worked in itemized wage statements issued to PLAINTIFF and other CALIFORNIA
27 CLASS Members violates Cal. Lab. Code § 226(a)(2).
28

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

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

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

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

26. During the CLASS PERIOD, from time-to-time DEFENDANT required PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift working. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

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

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

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

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

31. DEFENDANT's policies and practices deprived PLAINTIFF and the other CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed

1 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
2 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
3 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
4 pay.

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

7 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
8 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
9 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
10 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
11 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
12 records.

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

15 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
16 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
17 Members for their overtime and double time hours worked, meal and rest period premiums, and
18 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
19 forfeited wages due to them for working overtime without compensation at the correct overtime
20 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
21 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
22 the correct rate for all overtime and double time worked, meal and rest period premiums, and
23 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
24 records.

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

1 36. The second component of PLAINTIFF's and other CALIFORNIA CLASS
2 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
3 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
4 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
5 basis with bonus compensation when the employees met the various performance goals set by
6 DEFENDANTS.

7 37. However, from-time-to-time, when calculating the regular rate of pay, in those pay
8 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
9 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
10 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
11 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
12 rather than just all non-overtime hours worked. Management and supervisors described the
13 incentive/bonus program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
15 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
16 in a systematic underpayment of overtime and double time compensation, meal and rest period
17 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by
18 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
19 for non-employees shall be calculated in the same manner as the regular rate of pay for the
20 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
21 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
22 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
23 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
24 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

25 38. In violation of the applicable sections of the California Labor Code and the
26 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
27 matter of company policy, practice, and procedure, intentionally and knowingly failed to
28 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate

1 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
2 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
3 of the correct overtime and double time compensation, meal and rest period premiums, and sick
4 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
5 unfair advantage over competitors who complied with the law. To the extent equitable tolling
6 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
7 CLASS PERIOD should be adjusted accordingly.

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

9 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
10 CALIFORNIA CLASS members were entitled to timely payment of wages during their
11 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
12 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
13 meal period premium wages, and rest period premium wages within permissible time period.

14 **H. Unlawful Deductions**

15 40. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
16 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
17 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
18 DEFENDANTS violated Labor Code § 221.

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

1 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
2 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
3 for required business expenses related to the personal expenses incurred for the use of his personal
4 cell phones and vehicle, on behalf of and in furtherance of his employment with DEFENDANT.
5 To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and double time
6 compensation still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203.
7 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
8 \$75,000.

9 **CLASS ACTION ALLEGATIONS**

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

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

21 44. The members of the class are so numerous that joinder of all class members is
22 impractical.

23 45. Common questions of law and fact regarding DEFENDANT’s conduct, including
24 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
25 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
26 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
27 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
28 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum

1 wage and overtime, exist as to all members of the class and predominate over any questions
2 affecting solely any individual members of the class. Among the questions of law and fact
3 common to the class are:

- 4 a. Whether DEFENDANT maintained legally compliant meal period policies and
5 practices;
- 6 b. Whether DEFENDANT maintained legally compliant rest period policies and
7 practices;
- 8 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
9 Members accurate premium payments for missed meal and rest periods;
- 10 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
11 Members accurate overtime wages;
- 12 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
13 Members at least minimum wage for all hours worked;
- 14 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
15 CLASS Members for required business expenses;
- 16 g. Whether DEFENDANT issued legally compliant wage statements;
- 17 h. Whether DEFENDANT committed an act of unfair competition by systematically
18 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
19 CLASS for all time worked;
- 20 i. Whether DEFENDANT committed an act of unfair competition by systematically
21 failing to record all meal and rest breaks missed by PLAINTIFF and other
22 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
23 of this work, required employees to perform this work and permits or suffers to
24 permit this work;
- 25 j. Whether DEFENDANT committed an act of unfair competition in violation of the
26 UCL, by failing to provide the PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with the legally required meal and rest periods.
28

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

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

5 48. PLAINTIFF will fairly and adequately represent and protect the interests of the
6 CALIFORNIA CLASS Members.

7 49. PLAINTIFF retained able class counsel with extensive experience in class action
8 litigation.

9 50. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
10 interest of the other CALIFORNIA CLASS Members.

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

15 52. The questions of law and fact common to the CALIFORNIA CLASS Members
16 predominate over any questions affecting only individual members, including legal and factual
17 issues relating to liability and damages.

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

- 26 a. Inconsistent or varying adjudications with respect to individual members of the
27 CALIFORNIA CLASS which would establish incompatible standards of conduct
28 for the parties opposing the CALIFORNIA CLASS; and/or,

b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

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

FIRST CAUSE OF ACTION

Unlawful Business Practices

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

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

55. 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.

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

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

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

58. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and

1 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
2 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
3 constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

18 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
19 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
20 other members of the CALIFORNIA CLASS to be underpaid during their employment with
21 DEFENDANT.

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

26 63. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
27 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
28 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for

1 each workday in which a second off-duty meal period was not timely provided for each ten (10)
2 hours of work.

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

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

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

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

22 68. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
23 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
24 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
25 engaging in any unlawful and unfair business practices in the future.

26 69. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
27 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
28 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a

1 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
2 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
3 and economic harm unless DEFENDANT is restrained from continuing to engage in these
4 unlawful and unfair business practices.

5 **SECOND CAUSE OF ACTION**

6 **Failure To Pay Minimum Wages**

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

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

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

12 71. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
13 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
14 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
15 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

18 73. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
19 commission is the minimum wage to be paid to employees, and the payment of a less wage than
20 the minimum so fixed is unlawful.

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

23 75. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
24 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
25 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
26 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
27 CALIFORNIA CLASS.

1 76. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
3 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
4 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

14 79. During the CLASS PERIOD, PLAINTIFF and the other members of the
15 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
16 failure to pay all earned wages.

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

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

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

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

20 **THIRD CAUSE OF ACTION**

21 **Failure To Pay Overtime Compensation**

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

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

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

27 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
28 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
2 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
3 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

13 89. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
14 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
15 they worked, including overtime work.

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

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

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

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

12 94. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
14 a failure to pay all earned wages.

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

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

27 97. DEFENDANT knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

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

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

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

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

104. 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.

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

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

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

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

6 **SIXTH CAUSE OF ACTION**

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

8 **(Cal. Lab. Code §§ 2802)**

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

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

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

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

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

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

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

10 **SEVENTH CAUSE OF ACTION**

11 **Failure To Provide Accurate Itemized Statements**

12 **(Cal. Lab. Code § 226)**

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

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

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

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

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

114. 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.

115. Further, from time to time, DEFENDANTS included Holiday, Sick/Bereave, and Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2), notwithstanding the fact that Holiday, Sick/Bereave, and Vacation hours are not considered hours worked. DEFENDANTS' inclusion of Holiday, Sick/Bereave, and Vacation hours into the total hours worked in itemized wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal. Lab. Code § 226(a)(2).

116. 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.

117. 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

1 CLASS. These damages include, but are not limited to, costs expended calculating the correct
2 wages for all missed meal and rest breaks and the amount of employment taxes which were not
3 properly paid to state and federal tax authorities. These damages are difficult to estimate.
4 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
5 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
6 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
7 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
8 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
9 of the CALIFORNIA CLASS herein).

10 **EIGHTH CAUSE OF ACTION**

11 **Failure To Pay Wages When Due**

12 **(Cal. Lab. Code § 203)**

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

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

17 119. Cal. Lab. Code § 200 provides that:

18 As used in this article:

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

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

28 121. 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.

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

123. Cal. Lab. Code § 203 provides:

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

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

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

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

1 for restitution of the sums incidental to DEFENDANT's violations due to
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

3 2. On behalf of the CALIFORNIA CLASS:

- 4 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
5 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
6 to Cal. Code of Civ. Proc. § 382;
- 7 b. Compensatory damages, according to proof at trial, including compensatory
8 damages for overtime compensation due to PLAINTIFF and the other members of
9 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
10 thereon at the statutory rate;
- 11 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;
- 13 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
14 which a violation occurs and one hundred dollars (\$100) per each member of the
15 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
16 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
17 violation of Cal. Lab. Code § 226
- 18 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
19 penalty from the due date thereof at the same rate until paid or until an action
20 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 21 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
22 CLASS incurred in the course of their job duties, plus interest, and costs of suit.
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EXHIBIT 3

EXHIBIT 4

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);