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Attorneys for PLAINTIFF SHAWNETTE SNOWDEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SHAWNETTE SNOWDEN, an individual, in her
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiff,

vs.

PALMDALE 794 INC. dba IHOP 794, a
California corporation; and DOES 1-50,
Inclusive;

Defendants.

Case No: 23STCV02326

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

Date: January 21, 2025

Time: 8:30 a.m.

Reservation ID: 409184166849

Judge: Hon. Joseph Lipner

Dept: 72

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

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

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant Palmdale 794 Inc. dba IHOP 794 (“Defendant”).

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

10 4. A true and correct copy of Plaintiff’s November 28, 2022, Notice of Violations filed with
11 the Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

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

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 October 22, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
18 October 22, 2024, is attached hereto as Exhibit #5.

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

21 I. INTRODUCTION

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

1 **II. PROCEDURAL AND FACTUAL BACKGROUND**

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

4 10. On February 2, 2023, Plaintiff filed a class action complaint against Defendant in the
5 Superior Court for Los Angeles, Case Number 23STCV02326 (the "Action"). The complaint alleged
6 ten causes of action for (1) Unfair Competition in Violation of Cal. Bus. & Prof Code §§ 17200 et seq.;
7 (2) Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1; (3)
8 Failure to Pay Overtime Wages in Violation of Cal. Labor Code § 510; (4) Failure to Provide Required
9 Meal Periods in Violation of Cal. Labor Code §§ 226.7 and 512; (5) Failure to Provide Required Rest
10 Periods in Violation of Cal. Labor Code §§ 226.37 and 512; (6) Failure to Reimburse Employees for
11 Required Expenses in Violation of Cal. Labor Code § 2802; (7) Failure to Provide Wages When Due
12 in Violation of Cal. Lab. Code §§ 201-203; (8) Failure to Provide Accurate Itemized Wage Statements
13 in Violation of Cal. Labor Code § 226; (9) Failure to Provide Gratuities in Violation of Cal. Labor Code
14 § 351; and (10) Violation of the Private Attorneys General Act §§ 2698 *et seq.*

15 11. On November 28, 2022, Plaintiff, on behalf of herself and on behalf of other Aggrieved
16 Employees, served Defendant and the LWDA with a Notice of Violations ("PAGA Notice") and draft
17 complaint specifying claims against Defendant for alleged violations of the California Labor Code,
18 including causes of action for failure to provide compliant meal and rest periods; failure to accurately
19 pay meal and rest premiums; failure to pay all minimum, regular, and overtime wages; failure to provide
20 accurate itemized wage statements; and failure to timely pay wages due during, and upon termination
21 of employment. (LWDA Case No. LWDA-CM-921533-22).

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

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1 13. Defendant produced an arbitration agreement which purportedly barred Plaintiff’s class
2 action claims. Plaintiff filed a request for dismissal of the class claims.

3 14. On June 26, 2023, Plaintiff filed a First Amended Complaint, the operative Complaint, in
4 the Action, alleging a single cause of action for civil penalties under the Private Attorney Generals Act
5 (“PAGA”).

6 15. On May 2, 2024, the Parties participated in an all-day mediation presided over by Steve
7 Mehta, Esq., an experienced mediator of wage and hour representative actions. In advance of the
8 mediation, Defendant provided Plaintiff with sufficient information and documents to properly evaluate
9 Defendant’s potential liability exposure. Defendant produced, among other things, the total number of
10 Aggrieved Employees, pay periods, employee handbooks, and time and payroll data.

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

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

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¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

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

6 **III. TERMS OF THE PAGA SETTLEMENT**

7 19. The PAGA settlement is subject to Court approval consistent with Labor Code §
8 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
9 Amount in the amount of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) to
10 resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA Counsel
11 Award in the amount Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00), comprised of one-
12 third of the Gross Settlement Amount (estimated to be approximately \$45,000.00) and reimbursement
13 of incurred litigation expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents
14 (\$20,000.00), and Claims Administration Costs which will not exceed Six Thousand Dollars and Zero
15 Cents (\$6,000.00). Agreement generally at §§ 3.1; 3.2.1; 3.2.2. After these deductions, the amount
16 remaining is the "PAGA Penalties," which is estimated to be \$54,000.00.

17 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

18 **A. The Gross Settlement Amount is Fair and Reasonable**

19 20. The Gross Settlement Amount of \$135,000.00 is fair and reasonable and, therefore,
20 should be approved. Based on the data and information provided by Defendants in mediation, and with
21 Plaintiff's expert's assistance and analysis, *without stacking* the PAGA penalties, Plaintiff estimated that
22 Defendant's theoretical maximum PAGA liability exposure is approximately \$640,500 in PAGA
23 Penalties.

24 21. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff estimated
25 Defendant's theoretical maximum PAGA liability exposure at approximately \$961,200.

26 **i. Estimated Liability for Unpaid Wages**

27 22. Plaintiff alleges she and other Aggrieved Employees worked off-the-clock pre-shift to
28 undergo mandatory COVID-19 health screenings, including a temperature check and filling out an

1 attestation form. Plaintiff estimates that this would take approximately 5-15 minutes per shift. Further,
2 Plaintiff alleges she and other Aggrieved Employees regularly worked off-the-clock pre-shift and post-
3 shift to perform work for Defendant, including busing and cleaning tables, rolling silverware, and
4 performing keyholder duties.

5 23. In response to Plaintiff's wage claims, Defendants argued its time keeping policies are
6 legally compliant, that it accurately tracked all hours worked and paid the allegedly aggrieved
7 employees for all hours worked at the correct rates consistent with its compliant payroll policies. It
8 further argued that employees lost no time waiting to use time clocks or due to COVID wellness checks,
9 which per Defendant were not "off the clock." Defendants also emphasized off the clock work by
10 employees was strictly prohibited by Defendant, and if any such off the clock work occurred it was
11 against company policy and done without the employer's knowledge. *White v. Starbucks Corp.* (N.D.
12 Cal. 2007) 497 F.Supp.2d 1080, 1083 (employer must have actual or constructive knowledge of the off
13 the clock work). Per Defendant, resolution of this claim on a representative basis would be
14 unmanageable because it necessarily would entail numerous individualized inquiries.

15 24. Moreover, Defendant argues that Plaintiff cannot show that she personally suffered any
16 Labor Code violations during the short time she worked for Defendant. For this and other reasons, as
17 well, Defendant argues that Plaintiff does not have standing to represent herself or any other allegedly
18 Aggrieved Employees in this action.

19 25. Ignoring Defendant's defenses, Plaintiff estimates Defendant's maximum exposure for
20 this claim to be approximately \$313,400.

21 **ii. Estimated Penalties for Meal and Rest Period Violations**

22 26. Plaintiff alleges that Defendant's time records reflected non-compliant meal periods, and
23 that Defendant regularly failed to provide meal periods to Plaintiff and other Aggrieved Employees.
24 Plaintiff also alleges that because of their rigorous work schedules, Plaintiff and Aggrieved Employees
25 were not able to take timely and duty-free rest periods Pursuant to California Labor Code section
26 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating
27 hours and days of work, including meal and rest period violations. Thus, because section 558(a)(1)
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specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

27. Defendant offered multiple defenses. First, it emphasized that the written meal and rest break policy generally was compliant, that it authorized and permitted all necessary breaks, that alleged aggrieved employees received such breaks in full compliance with California law, and that employees waived second meal periods. Defendants also argued that even to the extent missed/non-compliant breaks occurred, it was in violation of company policy and would require significant individual inquiries to determine the reasons underlying any such alleged violations and whether it was by employee choice or some other reason. Moreover, Defendant argued that it routinely paid many meal premiums for missed or untimely clock outs for meals, and that this eliminated liability. Thus, per Defendants, any trial would be unmanageable on a representative basis because of these individualized issues.

28. As with meal breaks, Defendant argued the applicable rest break policies complied with California law and authorized and permitted employees to take all required breaks. Defendant further contended that, in light of the fact that recording rest periods is not required, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. Defendant also contended that it is only liable if Plaintiff can prove, on a shift-by-shift basis, that each alleged aggrieved employee actually did not receive a fully-compliant rest break. Defendant contends this would once again make a trial unmanageable since the instances an employee missed a rest break would have to be tested on a case-by-case basis to determine compliance.

29. Moreover, as stated above, Defendant argues that Plaintiff cannot show that she personally suffered any Labor Code violations during the short time she worked for Defendant, and consequently does not have standing to represent herself or any other allegedly Aggrieved Employees in this action. Defendant asserts and Plaintiff disputes that she was paid for all hours worked, all overtime, and if she failed to clock out for meals, she was paid all meal premiums. For this, and other reasons, Defendant asserts that Plaintiff is barred from suing Defendant for PAGA claims on behalf of herself or any other Aggrieved Employees.

30. Ignoring all of Defendant's asserted defenses, Plaintiff estimates Defendant's maximum

1 exposure for these claims to be approximately \$170,400.

2 **iii. Estimated Liability for Defendant's Violation of Labor Code § 2802**

3 31. Plaintiff alleged that Defendant required Plaintiff and the Aggrieved Employees to use
4 their personal cell phone, purchase various supplies, and purchase work uniforms, all for Defendant's
5 benefit. Specifically, Plaintiff and other Aggrieved Employees were required to use their personal cell
6 phones for work-related communications, such as communications with management. Further,
7 Defendant required Plaintiff and other Aggrieved Employees to purchase aprons as part of their work
8 uniform. Plaintiff and the Aggrieved Employees were required to incur expenses for their personal cell
9 phone, supplies, and work uniforms for which they were not reimbursed or compensated.

10 32. Defendant argued that there was no need for employees to use personal phones for work
11 purposes. Moreover, Defendant argued that it was against its express policies for employees to use cell
12 phones at work while on duty. According to Defendant, if an employee used their own phones, it was
13 strictly for personal convenience rather than business necessity. As such, any such expenses are not
14 reimbursable.

15 33. Moreover, as stated above, Defendant argues that Plaintiff cannot show that she
16 personally suffered any Labor Code violations during the short time she worked for Defendant, and
17 consequently does not have standing to represent herself or any other allegedly Aggrieved Employees
18 in this action. Defendant asserts and Plaintiff disputes that she was paid for all hours worked, all
19 overtime, and if she failed to clock out for meals, she was paid all meal premiums. For this and other
20 reasons, as well, Defendant argues that Plaintiff does not have standing to represent herself or any other
21 allegedly Aggrieved Employees in this action.

22 34. Plaintiff estimated that Defendant's total exposure for this claim was approximately
23 \$156,700 in penalties.

24 **iv. Estimated Penalties for Derivative Violations**

25 35. Plaintiff further alleged that the Defendant's labor code violations for non-compliant meal
26 and rest breaks and unpaid wages results in derivative liability for waiting time penalties and penalties
27 resulting from inaccurate wage statements.

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1 36. Defendant emphasized that, to the extent they are derivative, then such claims will rise or
2 fall along with the primary claims, in addition to being subject to “good faith” and other defenses
3 available to Defendants. Accordingly, Plaintiff had to discount the value of these claims significantly
4 in light of these multiple potential defenses. Defendants also contended a substantial discount should
5 be applied to the civil penalties for these derivative (i.e., “stacked”) violations, as it would be unfair to
6 penalize Defendants multiple times for the same violation.

7 37. Plaintiff estimated Defendant’s exposure for these claims to be \$7,300 for waiting time
8 penalties and \$313,400 for wage statement penalties.

9 **B. The Gross Settlement Compares Favorably to The Likely Recovery**

10 38. Finally, the maximum penalty figure does not consider that Courts have complete
11 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
12 based on the facts and circumstances of the particular case, to do otherwise would result in an award
13 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
14 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
15 *Starbucks Corp., supra*, 30 Cal. App. 5th at 529 (reducing PAGA penalties to \$5 per pay period;
16 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
17 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
18 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
19 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
20 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
21 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
22 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
23 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
24 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
25 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
26 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh’g denied (May 15, 2023), review denied*
27 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc.*, *15 Cal. 5th 1056, 547*
28 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA

1 penalties was the appropriate penalty). Thus, the Gross Settlement Amount obtained by PAGA Counsel
2 is even more than reasonable in light of Defendant's arguments.

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

6 40. The LWDA has been provided with notice of this motion and the PAGA settlement, and
7 the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given
8 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
9 protect its own rights.

10 41. Thus, Defendant raised various and multi-layered defenses to each of Plaintiff's claims,
11 any one of which, if successful, could have decimated Plaintiff's case. Defendant vowed to raise all
12 these defenses at trial or in a motion for summary judgment. Accordingly, this litigation was highly
13 uncertain, and it could have taken years to realize any recovery in this action along with the possibility
14 of post-trial appeals. In addition to its merits defenses and arguing trial would be unmanageable,
15 Defendants also intended to raise additional defenses on damages, including the proper measure of civil
16 penalties and the appropriate discount to place on any assessment of such penalties.

17 42. Although Plaintiff and her counsel believe they could have prevailed, there was no such
18 guarantee. When the risks of overcoming a manageability defense and prevailing at trial on the merits
19 are factored into the equation, the settlement value is reasonable and supported. Indeed, to recover
20 maximum penalties Plaintiff would have to shoot the moon and win on liability as to all claims and
21 convince the Court to award full penalties for each and every pay period at issue, which outcome is
22 highly unlikely. Given Defendant's procedural and merits defenses, as well as the substantial penalty
23 reductions ordered in the cases above – which occurred after trial – the proposed settlement is eminently
24 reasonable.

25 43. Importantly, the mere fact that a settlement does not provide the same recovery as might
26 be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate.
27 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (“even if the relief afforded by the proposed
28 settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is

1 no bar to a class settlement because the public interest may indeed be served by a voluntary settlement
2 in which each side gives ground in the interest of avoiding litigation”); *7-Eleven Owners for Fair*
3 *Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed settlement
4 may amount to only a fraction of the potential recovery does not, in and of itself, mean that the proposed
5 settlement is grossly inadequate and should be disapproved”); *Lane v. Facebook, Inc.* (9th Cir. 2012)
6 696 F.3d 811, 819 (“[T]he question whether a settlement is fundamentally fair . . . is different from the
7 question whether the settlement is perfect in the estimation of the reviewing court”); *White v. Experian*
8 *Information Solutions, Inc.* (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement
9 was not fair and reasonable even though it represented 99% discount off the maximum value of the
10 claims).

11 44. In sum, when the risks of litigation, the burdens of proof necessary to establish liability,
12 the probability of appeal of a favorable judgment, and the Court’s substantial discretion to reduce any
13 penalty award all are accounted for, it is clear a settlement amount of \$135,000 for the PAGA claim is
14 well within the ballpark of reasonableness, and approval is appropriate.

15 **C. The Remaining Settlement Terms Are Fair and Reasonable**

16 45. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
17 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.
18 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
19 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
20 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
21 explained herein, the settlement terms for attorneys’ fees and costs are reasonable.

22 **V. THE PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
23 **REASONABLE**

24 46. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys’
25 fees in the amount of \$45,000.00 (one-third of the Gross Settlement Amount) and reimbursement of
26 litigation costs not to exceed \$20,000.² PAGA does not have any requirements for reviewing attorneys’
27 fees, and Plaintiff’s position is that the payment of attorneys’ fees and costs in this Settlement is a matter
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² As detailed *infra*, at the time of filing this motion, Plaintiff’s Counsel incurred \$13,881.63 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 of contract for a contingent representation. Nevertheless, should this Court review the requested
2 attorneys' fees, the requested fees and costs are reasonable for experienced wage and hour counsel.

3 47. The requested PAGA Counsel Award of \$65,000.00, comprised of \$45,000.00 for
4 attorneys' fees and reimbursement of litigation expenses of up to \$20,000 is fair, reasonable, and
5 justified by the result achieved.

6 48. PAGA Counsel negotiated a recovery of \$135,000.00, and this result justifies the
7 requested fees equal to one third of this recovery. This percentage is within the standard contingent
8 recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme
9 Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought,
10 the result was far from certain. Defendant's defenses to the merits of the case created difficulties with
11 proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by
12 Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant
13 asserted that its employment practices complied with all applicable labor laws, that Plaintiff lacked
14 standing to bring a PAGA claim and represent other allegedly Aggrieved Employees because she
15 personally suffered no violations of any kind during her entire two-month employment with Defendant,
16 and that Plaintiff had signed a full release of claims prior to ever filing any claims against Defendant.
17 If successful, Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved
18 Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that
19 these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible
20 because Defendant wanted to avoid the inherent risks and expense of PAGA litigation.

21 49. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
22 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
23 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
24 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
25 Esq. (Associate Attorney), Perssia P. Razma (Associate Attorney), Tesla Stone (Senior Paralegal and
26 Office Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Esbeidy Campos (Legal
27 Assistant), Sara Christensen (Legal Assistant), and Libia Ramirez (Secretary).

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

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

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

13 53. The JCL Law Firm's rates are comparable to those judicially approved for other
14 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
15 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
16 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
17 *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
18 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
19 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
20 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
21 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
22 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
23 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
24 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
25 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
26 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
27 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
28 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012

partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

54. Moreover, my billing rate has been approved multiple times within the last twelve months by California Superior Court judges. (See Exhibit 6.)

55. As of October 22, 2024, The JCL Law Firm, APC incurred a total lodestar of \$22,685.00 for 34.18 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

56. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$31,122.00 for 63 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

57. Collectively, PAGA Counsel spent a total of 97.18 hours successfully litigating this matter for a total combined loadstar of \$63,072.20. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a negative 0.83 multiplier.

58. PAGA Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	34.18	\$22,685.00
ZLG	63.00	\$31,122.00
Total	97.18	\$53,807.00

59. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$16,065 prosecuting this action (JCL Law Firm, APC - \$7,367.80 and Zakay Law Group, APLC - \$8,697.20).

60. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges;

1 mediation fees; and expert costs which were all incurred during, and were necessary for the successful
2 prosecution of, the litigation and, therefore, should be reimbursed.

3 61. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The Service Award
4 payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting
5 PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the
6 status of her case and the strategies for prosecuting the claims and agreeing to provide Defendant a
7 broad general release of all claims arising out of her employment. Plaintiff willingly came forward to
8 act as a private attorney general in advocating for other allegedly Aggrieved Employees. In doing so,
9 Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case were
10 unsuccessful.

11 62. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 132 Aggrieved
12 Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the
13 Service Award in accordance with the Settlement Agreement. Plaintiff and PAGA Counsel also
14 respectfully request approval of the requested Service Award in the amount of \$10,000.00 to Plaintiff.
15

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed this 9th day of December 2024, at San Diego, California.

18 **JCL LAW FIRM, APC**

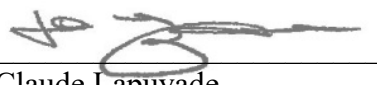
19 By: 
20 Jean-Claude Lapuyade
21 Attorney for Plaintiff
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff SHAWNETTE SNOWDEN (“Plaintiff”) and defendant PALMDALE 794 INC. dba IHOP (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” or “Operative Complaint” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Snowden v. Palmdale 794 Inc.*, Case No. 23STCV02326, initiated on June 26, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means , the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant and performed work in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defendant” means PALMDALE 794 INC. dba IHOP 794.
- 1.9. “Defense Counsel” means Beth Kahn, Esq. and Susan Holley, Esq. of Musick, Peeler & Garrett, LLP.
- 1.10. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for PAGA Settlement Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting

PAGA Settlement Approval and/or Judgment (this time period shall not be less than sixty (60) calendar days after the Court's Order/Judgment is entered); (ii) the date of affirmance of an appeal of the Order Granting PAGA Settlement Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting PAGA Settlement Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision.

- 1.11. "Funding Date" means fourteen (14) calendar days after the Effective Date and is the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.
- 1.12. "Gross Settlement Amount" means One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administrator's Expenses Payment, and Plaintiff's Service Award.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the approval of the settlement.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Net Settlement Amount" means the amount remaining to distribute to the LWDA and Aggrieved Employees after deducting from the Gross Settlement Amount the following payments in the amounts approved by the Court: (1) PAGA Counsel Fees Payment of up to one-third (1/3) of the Gross Settlement Amount, estimated to be approximately \$45,000, (2) PAGA Counsel Litigation Expenses Payment of not more than \$20,000, (3) the Administration Expenses Payment not to exceed six thousand dollars and zero cents (\$6,000.00), and (4) Plaintiff's Service Award in the amount of \$10,000. The Net Settlement Amount shall be used to satisfy Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA.
- 1.18. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Administrator in the form substantially similar to the form attached as **Exhibit A** to this Agreement, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.19. "PAGA Counsel" means Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and

Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.

- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Defendants will not oppose Plaintiff’s request for attorneys’ fees in the amount of up to one-third (1/3) of the Gross Settlement Amount, estimated to be \$45,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Administrator will report these payments on IRS Form 1099 issued to PAGA Counsel.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from November 28, 2021, to June 1, 2024.
- 1.23. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.24. “PAGA Notice” means Plaintiff’s November 28, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. “PAGA Penalties” means the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of the PAGA claims.
- 1.26. “Plaintiff” means SHAWNETTE SNOWDEN, the named plaintiff in the Action.
- 1.27. “Released PAGA Claims” means the claims being released by Plaintiff, Aggrieved Employees, the State of California, and PAGA Counsel and as described in Paragraph 5, below. as described in Paragraph 5, below.
- 1.28. “Released Parties” means: Defendant and each of its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them..
- 1.29. “Representative” means the named Plaintiff in the Action seeking Court approval to

serve as a Representative for the Aggrieved Employees.

- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31. "Settlement Approval Order" means the proposed Court Order Granting Settlement Approval of PAGA Settlement.

2. RECITALS.

- 2.1. On February 2, 2023, Plaintiff commenced this Action by filing a wage and hour class action Complaint against Defendant. This Complaint was dismissed, without prejudice pursuant, to a legally enforceable arbitration agreement and class action waiver.
- 2.2. On June 26, 2023, Plaintiff filed a First Amended Representative Complaint, alleging one cause of action against Defendant pursuant to PAGA for Defendant's alleged violations of California employment law; including, but not limited to failure to pay overtime, failure to provide compliant meal and rest periods, failure to pay premiums for non-compliant meal and rest breaks, waiting time penalties, inaccurate wage statements, failure to reimburse expenses, unfair business practices, and penalties. The First Amended Representative Complaint is the Operative Complaint in the Action (the "Operative Complaint").
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 2, 2024, the Parties participated in an all-day mediation presided over by Steve Mehta, Esq., which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for Plaintiff and the Aggrieved Employees, the number of Aggrieved Employees, and applicable pay periods. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), and no more, as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

To Plaintiff: A Service Award to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose Plaintiff's request for a Service Award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00) except for a showing of good cause and as approved by the Court to be paid from the Gross Settlement Amount. To the extent the Administration Expenses are less than \$6,000.00 or the Court approves payment of less than \$6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: The Net Settlement Amount shall be allocated 75% to the LWDA ("LWDA PAGA Payment") and 25% to the Aggrieved Employees ("Individual PAGA Payments").

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

3.2.3.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 132 Aggrieved Employees who worked a total of 3,200 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Plaintiff and PAGA Counsel are not to be provided the Aggrieved Employee Data. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment, and Service Award. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

recipients' mailing addresses using the National Change of Address Database. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

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

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

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

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

5.1 Release by Plaintiff and Aggrieved Employees: The State of California and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to PAGA penalties arising from failure to pay for all hours worked, including off the clock work, minimum wages and overtime, failure to provide compliant meal and rest periods, inaccurate wage statements, untimely payment of wages, failure to pay wages at termination, failure to keep accurate records of hours worked, failure to reimburse business expenses, wage statement violations, reporting time violations, regular rate violations, unlawful rounding practices, timekeeping manipulation, tip pooling violations, unlawful deductions, Private Attorneys General Act of 2004, Labor Code sections 201, 201.3, 202, 204, 204.1, 204.2, 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, 2698, 2699 *et seq.*, 2699.3, 2699.5, 2802, 2804 and the applicable Industrial Welfare Commission Orders and California Code of Regulations, Title 8, section 11050. Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them pursuant to PAGA.

5.2 Waiver of California Civil Code section 1542 by Plaintiff. Upon funding of the settlement sums described more fully in Section 4.3 above, and excluding the claims

asserted in the PAGA Action, Plaintiff in her individual capacity only, expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

- 5.3 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Defendant, its officers, directors, shareholders, affiliates, agents, representatives, successors, heirs, and assigns, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.
- 5.4 Release of Attorneys' Fees. Plaintiff, the State of California and all Aggrieved Employees release on behalf of themselves and their respective present and former representatives, attorneys, heirs, administrators, employees, agents, successors and assigns, the Released Parties from all claims for the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment incurred in connection with or in any way related to, the Action, the PAGA Period facts stated in the Action, and the PAGA Notice, except for the right to enforce the provisions of settlement providing for the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment.
- 5.5 Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California will fully release and discharge Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is

no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.6 Release by PAGA Counsel:

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

6. MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

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

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

Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for

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

7. SETTLEMENT ADMINISTRATION.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of mediation, (1) there are 132 Aggrieved Employees who worked 3,200 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 10% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 10%. For example, if the actual data show that there are 3750 pay periods as of mediation, then this escalator clause would become effective for pay periods above the 10% buffer of 320 pay periods. Thus, the first 320 pay periods over the estimated 3200 pay periods is not to be charged against Defendant. .

9. **NULLIFICATION OF AGREEMENT.** In the event: (i) the Court does not enter the Approval Order and approve the Released PAGA Claims specified herein; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void. A reduction of the attorneys' fees and expenses shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and the provisions contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Agreement shall be returned to

their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the settlement administrator shall be paid equally by both Parties.

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

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

10.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and try to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. ADDITIONAL PROVISIONS.

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

- 10.1 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral or written representations, warranties, covenants, or inducements made to or by any Party.
- 10.2 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement reasonably required to effectuate its terms, including any amendments to this Agreement.
- 10.3 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution, if possible.
- 10.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.5 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.6 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.9 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.10 Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 10.1 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.12 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.13 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

To Defendant:

MUSICK, PEELER & GARRETT, LLP
333 South Hope Street, Suite 2900
Los Angeles, CA 90071
T: (213) 629-7885
F: (213) 624-1376
B.Kahn@musickpeeler.com
S.Holley@musickpeeler.com

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

The Settlement Agreement consists of 16 pages.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

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

Dated: 10/02/2024, 2024


Shawnette Snowden (Oct 2, 2024 15:02 PDT)

Plaintiff Shawnette Snowden

Dated: October 2, 2024



Jean-Claude Lapuyade
JCL Law Firm, APC

Attorney for Plaintiff

Dated: October 2, 2024



Shani O. Zakay
Zakay Law Group, APLC

Attorney for Plaintiff

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

Dated: _____, 2024

Name of Signatory
For Defendant Palmdale 794 Inc. dba IHOP 794

IT IS SO AGREED AS TO FORM:

Dated: _____, 2024

Beth Kahn, Esq.
Susan Holley, Esq.
Musick, Peeler & Garrett, LLP

Attorneys for Defendant

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

Dated: _____, 2024

Plaintiff Shawnette Snowden

Dated: _____, 2024

Jean-Claude Lapuyade
JCL Law Firm, APC

Attorney for Plaintiff

Dated: _____, 2024

Shani O. Zakay
Zakay Law Group, APLC

Attorney for Plaintiff

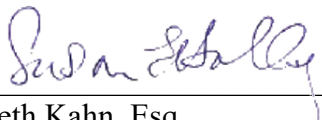
IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 10/02, 2024


Siyavoush Soleimani (President)
Name of Signatory
For Defendant Palmdale 794 Inc. dba IHOP 794

IT IS SO AGREED AS TO FORM:

Dated: October 2, 2024



Beth Kahn, Esq.
Susan Holley, Esq.
Musick, Peeler & Garrett, LLP

Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA-
COUNTY OF LOS ANGELES**

SHAWNETTE SNOWDEN, an individual, in her representative capacity on behalf of the State of California and fellow Aggrieved Employees,

Plaintiffs,

vs.

PALMDALE 794 INC. dba IHOP 794, a California corporation; and
DOES 1-50, Inclusive,

Defendants

CASE NO. 23STCV02326

**NOTICE OF PRIVATE ATTORNEY
GENERAL ACT (CALIFORNIA
LABOR CODE § 2698 ET SEQ.)
SETTLEMENT**

Notice is hereby given that a Private Attorney General Act (“PAGA”) settlement, pursuant to California Labor Code § 2698 *et seq.*, has been approved by the Court, in connection with your employment with Defendant Palmdale 794, Inc. dba IHOP 794 (“Defendant”), in the lawsuit filed by Plaintiff Shawnette Snowden (“Plaintiff”) against Defendant in the Los Angeles County Superior Court, entitled *Shawnette Snowden v. Palmdale 794 Inc. dba IHOP 794*, Case No. 23STCV02326 (the “Lawsuit”).

A. PURPOSE OF THIS NOTICE

This Notice is being sent to you because you have been identified as an Aggrieved Employee. “Aggrieved Employees” and “Aggrieved Employee” means all alleged hourly current and former employees including but not limited to, those individuals who were classified by Defendant as an independent contractor and performed work as a technician for Defendant in California during the PAGA Period. “PAGA Period” means at any time starting on and including November 28, 2021, up to and including June 1, 2024. Receipt of this Notice means that you are entitled to your share in the proceeds from the PAGA settlement. Your share of the PAGA settlement proceeds is enclosed herewith.

Your check is negotiable for 180 calendar days. Thereafter, the check will be cancelled and the unclaimed funds will be transmitted to the California State Controller to be held in your name in the unclaimed property fund.

B. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT

Plaintiff’s PAGA claim alleges that the Defendant failed to pay employees for all hours worked, including, but not limited to, failure to pay for all hours worked, including off the clock work, minimum wages and overtime, failure to provide compliant meal and rest periods, inaccurate wage statements, untimely payment of wages, failure to pay wages at termination, failure to keep accurate records of hours worked, failure to reimburse business expenses, wage statement violations, reporting time violations, regular rate violations, unlawful rounding practices, timekeeping manipulation, tip pooling violations, unlawful deductions, Labor Code sections 96, 98, 98.6, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204b, 204.1, 204.2, 205.5, 226, 226.7, 226.8, 512, 558, 1101, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1682, 2698, 2699 *et seq.*, 2699.3, 2775, 2802. and the applicable Industrial Welfare Commission Orders. Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them arising from the PAGA claims and

constitute settlement of all PAGA claims.. Plaintiff seeks relief on a representative basis under PAGA on behalf of the State of California and the Aggrieved Employees. The Defendant disputes all of the allegations and causes of action asserted in the Lawsuit and denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and Plaintiff's PAGA letter, dated November 28, 2022 (the LWDA Notice). The Defendant contends, among other things, that at all times during the PAGA Period, it made good faith efforts to comply with the California Labor Code, the related California Industrial Welfare Commission Orders, and all other applicable wage or employment laws, and further contends that the Action is without merit.

For purposes of distributing the civil penalties amount allocated to Aggrieved Employees, it was determined that there is a total of approximately 3200 pay periods that the Aggrieved Employees worked during the PAGA Period. Thus, each pay period during which an Aggrieved Employee worked is worth \$ [REDACTED] (\$ [REDACTED] divided by [REDACTED] pay periods). Each Aggrieved Employee's individual share of the civil penalties amount is based upon the number of pay periods during which the Aggrieved Employee worked for Defendant during the PAGA Period, multiplied by the value of each pay period, or \$ [REDACTED].

Through this Settlement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiff's LWDA notice letter or the Action as well as those that could have been alleged in the Action based on the facts contained therein, including, without limitation, Labor Code Sections 96, 98, 98.6, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204b, 204.1, 204.2, 205.5, 226, 226.7, 226.8, 512, 558, 1101, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1682, 2698, 2699 *et seq.*, 2699.3, 2775, 2802, and the applicable Industrial Welfare Commission Orders (collectively "Released Claims"). Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them arising from the PAGA Claims and constitute settlement of all PAGA Claims. This Settlement does not release or bar any non-PAGA claims.

A Judgment has been entered by the Court that forever bars Plaintiff, the State of California and any other individual or entity acting on behalf of or purporting to act on behalf of the State of California from asserting any of the Released Claims in any future litigation. To the greatest extent provided by law, including under the holding of *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the State of California is completely and forever foreclosed and barred. Your check constitutes payment of all sums under PAGA allegedly due to you arising from any and all claims, demands, rights, liabilities, and/or causes of action for penalties pursuant to PAGA, Labor Code Section 2698 *et seq.*, that accrued at any time starting on and including October 20, 2021 up to and including November 7, 2023 and that were asserted in Plaintiff's LWDA Notice and/or the Lawsuit for alleged violations of Labor Code Sections 96, 98, 98.6, 201, 201.3, 201.5, 201.9, 202, 203, 204, 204b, 204.1, 204.2, 205.5, 226, 226.7, 226.8, 512, 558, 1101, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1682, 2698, 2699 *et seq.*, 2699.3, 2775, 2802, and the applicable Industrial Welfare Commission Orders and constitutes settlement of all PAGA Claims.

Attorneys for the Plaintiff in this lawsuit are:

JCL LAW FIRM, APC

**5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291
jlapuyade@jcl-lawfirm.com**

**ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com**

If you have any questions regarding this settlement or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT 2

November 28, 2022

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

PALMDALE 794 INC. dba IHOP 794

c/o Siavoush Soleimani

7006 Sunset Blvd.

Hollywood, CA 90028

Sent via Certified Mail and Return Receipt 7022 2410 0000 2184 0010

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

Dear Sir/Madam:

Our offices represent Plaintiff SHAWNETTE SNOWDEN ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Palmdale 794 Inc. dba IHOP 794 ("Defendant"). Plaintiff was employed by Defendant in California from November of 2021 to February of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate her and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant's conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

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

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged

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

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

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Very truly yours,
JCL LAW FIRM, APC

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

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
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ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
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shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SHAWNETTE SNOWDEN, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

PALMDALE 794 INC. dba IHOP 794, 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;
9) FAILURE TO PROVIDE GRATUITIES IN VIOLATION OF CAL. LAB. CODE § 351.

DEMAND FOR A JURY TRIAL

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

PRELIMINARY ALLEGATIONS

1. Defendant PALMDALE 794 INC. dba IHOP 794 (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT owns, operates, and/or manages an IHOP restaurant franchise in the county of Los Angeles, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANT in California from November of 2021 to February of 2022 as a non-exempt employee, paid on an hourly basis and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of herself 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

1 by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

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

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

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

1 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
2 Defendants' agents, servants and/or employees.

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

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

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

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

22 **JURISDICTION AND VENUE**

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

27 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs

1 the CALIFORNIA CLASS across California, including in this County, and committed the
2 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

3 **THE CONDUCT**

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

23 **A. Meal Period Violations**

24 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
25 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
26 meaning the time during which an employee is subject to the control of an employer, including
27 all the time the employee is suffered or permitted to work. From time to time during the CLASS
28 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work

1 without paying them for all the time they were under DEFENDANT's control. Specifically,
2 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be
3 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not
4 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
5 Members forfeited minimum wage and overtime compensation by regularly working without their
6 time being accurately recorded and without compensation at the applicable minimum wage and
7 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
8 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
9 records.

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

26 **B. Rest Period Violations**

27 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
28 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without

1 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
2 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
3 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
4 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
5 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
6 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
7 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
8 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF
9 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
10 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,
11 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
12 proper rest periods by DEFENDANT and DEFENDANT's managers.

13 **C. Unreimbursed Business Expenses**

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

25 19. In the course of their employment, DEFENDANT required PLAINTIFF and other
26 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell
27 phones, tools and equipment, and uniforms as a result of and in furtherance of their job duties.
28 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required to use their

own cell phones in order to perform work related tasks. PLAINTIFF and other CALIFORNIA CLASS Members were required to purchase some of their own tools, including pens, paper, and notebook in order to carry out their job duties. Further, PLAINTIFF and other CALIFORNIA CLASS Members were required to purchase their own uniforms. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the personal expenses incurred for the use of their personal cell phones, purchase of such equipment and tools, and uniforms. As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but were not limited to, costs related to the use of their personal cell phones, purchase of equipment and tools, and the purchase of uniforms, all on behalf of and for the benefit of DEFENDANT.

D. Wage Statement Violations

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

21. From time to time during the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also 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 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, correct rates of pay for penalty payments or missed meal and rest periods.

22. 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.

23. 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

24. 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.

25. 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 work, including but not limited to, submitting to COVID-19 health screenings and performing work-related tasks such as cleaning and locking up. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

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

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

28. 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.

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

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

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

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

15 **F. Reporting Time Violations**

16 33. Further, DEFENDANTS from time to time required PLAINTIFF and other
17 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
18 scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code
19 Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday
20 an employee is required to report for work and does report, but is not put to work or is furnished
21 less than half said employee's usual or scheduled day's work, the employee shall be paid for half
22 the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four
23 (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."
24 In addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS
25 Members to engage in additional work, this sometimes resulted in a second reporting for work in
26 a single workday. In such a circumstance of a second reporting for work in a single workday,
27 DEFENDANT failed to pay these employees reporting time pay as required by Cal. Code Regs.,
28 tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second

time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

G. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay

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

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

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

37. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-

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

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

27 **H. Unlawful Rounding Practices**

28 39. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in

1 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
2 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
3 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
4 practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
5 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
6 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
7 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
8 these employees for all their time worked, including the applicable overtime compensation for
9 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
10 time to time, forfeited compensation for their time worked by working without their time being
11 accurately recorded and without compensation at the applicable overtime rates.

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

18 **I. Timekeeping Manipulation**

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

missed rest break.

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

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

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

J. Tip Pooling

45. During the CALIFORNIA CLASS period, pursuant to DEFENDANTS' company policies and practices, PLAINTIFF and other CALIFORNIA CLASS Members were forced to forfeit gratuities left for them by customers to DEFENDANTS' agents who provided no service to the customers that resulted in the gratuity. DEFENDANTS routinely added gratuity tips and service charges to its food and beverage bills. These gratuities and service charges reasonably appear to be gratuities for the service staff. It is typical and customary in the hospitality industry that establishments impose gratuity charges on the food and beverage bill. Thus, when customers paid these charges, it is reasonable for them to have believed they were gratuities to be paid to the service staff. Indeed, because many of these charges are depicted to customers, and the custom in the food and beverage industry that gratuities are paid for food and beverage service,

1 customers paid these charges reasonably believing they were remitted to the service staff.
2 However, DEFENDANTS have not remitted the total proceeds of these gratuities to the non-
3 managerial employees who serve the food and beverages. Instead, DEFENDANTS have a policy
4 and practice of using a portion of these gratuities to pay managers or other non-service
5 employees. As a result, PLAINTIFF and CALIFORNIA CLASS Members have not received the
6 total proceeds of the gratuities, to which they are entitled to under California law.

7 46. DEFENDANTS are generally in the business of owning and operating a restaurant.
8 During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS
9 Members were in the “chain of service” and earned gratuities based on their service for their
10 customers. However, PLAINTIFF and CALIFORNIA CLASS Members were forced to forfeit
11 portions of their gratuities, which said gratuities were kept by DEFENDANTS’ employees who
12 were not in the chain of service from which the gratuity resulted. PLAINTIFF and other
13 CALIFORNIA CLASS Members contend that any gratuities kept by DEFENDANTS’ non-
14 service employees were illegal and in violation of California law because PLAINTIFF and other
15 CALIFORNIA CLASS Members provided the service for to whom the gratuity should have been
16 paid.

17 47. California Labor Code § 351 establishes the requirements for an employer
18 regarding the payment of gratuities. Specifically, gratuities are the sole property of the
19 employees. California Labor Code § 351 expressly prohibits employers and their agents from
20 collecting, taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines
21 the term “gratuity” as including any money that has been paid or given or left for an employee
22 by a patron of a business over and above the actual amount due the business for services rendered
23 or for goods, food, drink or articles sold or served to such patron. Labor Code § 353 requires
24 employers to keep accurate records of all gratuities they receive, directly or indirectly.

25 48. Although tip pooling is not expressly prohibited by the Labor Code, employees
26 who mandate tip pooling must only distribute pooled tips to employees in the “chain of service.”
27 By distributing tips to employees who were not in the “chain of service,” DEFENDANTS have
28 violated and continue to violate the legal requirements for handling pooled tips.

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

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

7 **L. Unlawful Deductions**

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

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

CLASS ACTION ALLEGATIONS

52. PLAINTIFF bring this Class Action on behalf of herself, 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”).

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct 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.

64. 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

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

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

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

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

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

26 75. By and through the unlawful and unfair business practices described herein,
27 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
28 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and

1 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
2 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
3 to unfairly compete against competitors who comply with the law.

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

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

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

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

25 **SECOND CAUSE OF ACTION**

26 **Failure To Pay Minimum Wages**

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

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

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

4 81. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
5 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
6 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
7 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

10 83. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
11 commission is the minimum wage to be paid to employees, and the payment of a less wage than
12 the minimum so fixed is unlawful.

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

15 85. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
16 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
17 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
18 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
19 CALIFORNIA CLASS.

20 86. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
21 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
22 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
23 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

24 87. In committing these violations of the California Labor Code, DEFENDANT
25 inaccurately calculated the correct time worked and consequently underpaid the actual time
26 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
27 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
28

1 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
2 laws and regulations.

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

6 89. During the CLASS PERIOD, PLAINTIFF and the other members of the
7 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
8 failure to pay all earned wages.

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

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

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

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

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

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

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

94. 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.

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

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

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

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

5 99. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
6 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
7 they worked, including overtime work.

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

15 101. In committing these violations of the California Labor Code, DEFENDANT
16 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
17 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
18 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
19 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
20 regulations.

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

24 103. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
25 from the overtime requirements of the law. None of these exemptions are applicable to
26 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
27 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
28 agreement that would preclude the causes of action contained herein this Complaint. Rather,

1 PLAINTIFF bring this Action on behalf of herself, and the CALIFORNIA CLASS, based on
2 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
3 California.

4 104. During the CLASS PERIOD, PLAINTIFF and the other members of the
5 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
6 a failure to pay all earned wages.

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

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

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

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

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

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

16 **FOURTH CAUSE OF ACTION**

17 **Failure To Provide Required Meal Periods**

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

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

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

23 111. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
24 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
25 required by the applicable Wage Order and Labor Code. The nature of the work performed by
26 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
27 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
28 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not

1 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
2 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
3 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business
4 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
5 Members with a second off-duty meal period in some workdays in which these employees were
6 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
7 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
8 and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

17 **FIFTH CAUSE OF ACTION**

18 **Failure To Provide Required Rest Periods**

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

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

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

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

1 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
2 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
3 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other
4 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
5 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
6 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
7 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
8 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
9 periods is evidenced by DEFENDANT's business records.

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

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

18 **SIXTH CAUSE OF ACTION**

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

20 **(Cal. Lab. Code §§ 2802)**

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

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

25 119. Cal. Lab. Code § 2802 provides, in relevant part, that:

26 An employer shall indemnify his or her employee for all necessary expenditures or
27 losses incurred by the employee in direct consequence of the discharge of his or her
28 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.

120. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses for the use of their personal cell phones, tools and equipment, and uniforms as a result of and in furtherance of their job duties all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use their own equipment and tools to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the personal expenses for the use of their personal cell phones, tools and equipment, and uniforms as a result of and in furtherance of their job duties for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

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

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

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

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

4 123. Cal. Lab. Code § 200 provides that:

5 As used in this article:

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

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

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

16 If an employee not having a written contract for a definite period quits his or her
17 employment, his or her wages shall become due and payable not later than 72 hours
18 thereafter, unless the employee has given 72 hours previous notice of his or her intention
19 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
20 Notwithstanding any other provision of law, an employee who quits without providing a
21 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
22 designates a mailing address. The date of the mailing shall constitute the date of payment
23 for purposes of the requirement to provide payment within 72 hours of the notice of
24 quitting.

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

27 127. Cal. Lab. Code § 203 provides:

28 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.

128. 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.

129. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself 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.

EIGHTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

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

130. 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.

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

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an

employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

132. 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.

133. 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.

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

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PAY STATUTORY GRATUITIES**

3 **(Cal. Lab. Code § 351 et seq.)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
5 **Defendants)**

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

9 136. DEFENDANT's conduct, as set forth above, in failing to remit to non-managerial
10 employees the total proceeds of gratuities added to customers' bills constitutes a violation of
11 California Labor Code Section 351. This violation is enforceable pursuant to the California Unfair
12 Competition Law, Cal. Bus. And Prof. Code 17200 et seq. DEFENDANT's conduct constitutes
13 unlawful, unfair, and/or fraudulent business acts or practices, in that DEFENDANT has violated
14 California Labor Code Section 351 in not remitting to the non-managerial service employees the
15 total gratuities that were charged to customers.

16 137. As a proximate result of the aforementioned violations, PLAINTIFFS and
17 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
18 proof at trial, including the loss of gratuities to which they were entitled. and seek all wages earned
19 and due, interest, penalties, expenses and costs of suit.

20 **PRAYER FOR RELIEF**

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

23 1. On behalf of the CALIFORNIA CLASS:

- 24 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
25 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
26 b. An order temporarily, preliminarily and permanently enjoining and restraining
27 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
28 c. An order requiring DEFENDANT to pay all overtime wages and all sums

unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

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

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

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

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

3. On all claims:

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

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

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

DATED: November 28, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: November 28, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Snowden v. Palmdale (002-400)							
10/28/2022	No	Sydney Castillo-Johnson	Case Mangement - Emails to/from OC Re Mediation	450.00	0:18	135.00	135.00
11/25/2022	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Cases and Statutes)	700.00	2:30	1,750.00	1,885.00
11/28/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	700.00	3:00	2,100.00	3,985.00
12/20/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Service	700.00	0:18	210.00	4,195.00
05/04/2023	No	Jean Claude Lapuyade	Legal Research - Arbitration Issues	700.00	1:30	1,050.00	5,245.00
06/12/2023	No	Tesla Stone	Drafted Dec to Dismiss and Proposed Order and sent to TS for review	250.00	0:30	125.00	5,370.00
06/15/2023	No	Tesla Stone	Sent draft Dec to Dismiss, Proposed Order, and FAC to attorneys for review	250.00	0:30	125.00	5,495.00
06/16/2023	No	Tesla Stone	Circulated draft Dec to Dismiss, Proposed Order and FAC to OC	250.00	0:30	125.00	5,620.00
06/26/2023	No	Tesla Stone	Filed and served FAC, SOZ Dec to Dismiss and Proposed Order	250.00	0:30	125.00	5,745.00
06/30/2023	No	Tesla Stone	File maintenance	250.00	0:30	125.00	5,870.00
07/28/2023	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Pleadings	700.00	1:30	1,050.00	6,920.00
08/30/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1)	700.00	2:30	1,750.00	8,670.00
09/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Withdrawal	700.00	0:18	210.00	8,880.00
10/16/2023	No	Jean Claude Lapuyade	Case Management - R&R Defense CMS	700.00	0:24	280.00	9,160.00
11/17/2023	No	Sydney Castillo-Johnson	Discovery - Emails to/from OC Re Extension on SI (Set 1)	450.00	0:30	225.00	9,385.00
11/20/2023	No	Jean Claude Lapuyade	Case Management - R&R CMS	700.00	0:18	210.00	9,595.00
02/08/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	700.00	0:24	280.00	9,875.00
02/23/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0:24	280.00	10,155.00
03/15/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0:18	210.00	10,365.00
03/28/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	700.00	0:24	280.00	10,645.00
05/02/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8:00	5,600.00	16,245.00
06/30/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	16,455.00
07/22/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Continue CMC	700.00	0:24	280.00	16,735.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/11/2024	No	Jean Claude Lapuyade	Settlement - R&R SAR with Defense Edits	700.00	1:54	1,330.00	18,065.00
09/30/2024	No	Jean Claude Lapuyade	Settlement - R&R SAR with Defense Edits	700.00	1:18	910.00	18,975.00
10/09/2024	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and edited P&As ISO Final Approval	700.00	5:18	3,710.00	22,685.00
Total for Snowden v. Palmdale (002-400)					34:18	\$22,685.00	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Snowden v. Palmdale (002-400)						
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.20	0.20
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.20	0.40
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.40	0.80
11/29/2022	Expense		LWDA		75.00	75.80
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	4.20	80.00
11/30/2022	Journal Entry	Nov. 2022 Postage		Postage for November 2022	9.41	89.41
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.10	89.51
02/17/2023	Expense		One Legal LLC	One Legal Order no. 19859409 - Filing Fee Re: Proof of Service by Substituted Service	17.66	107.17
02/28/2023	Journal Entry	Feb 2023 Postage		Postage for February 2023	1.08	108.25
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	1.50	109.75
03/06/2023	Check	3168	Knox Attorney Services, Inc.	Inv 4393192 - Service of Process on Palmdale 794 Inc. DBA IHOP 794	164.15	273.90
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	0.84	274.74
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	1.30	276.04
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.50	276.54
08/09/2023	Expense		Case Anywhere	Inv. 297758	172.20	448.74
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.40	449.14
11/07/2023	Expense		Case Anywhere	Inv. 307526	135.00	584.14
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.40	584.54
12/22/2023	Check	EFT	Mediation Offices of Steven G. Mehta	Inv. 19388	4,875.00	5,459.54
12/31/2023	Journal Entry	Dec. 2023 Postage		Postage for December 2023	0.63	5,460.17
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	0.80	5,460.97
01/02/2024	Check	3590	Mediation Offices of Steven Mehta	Mediation	0.00	5,460.97
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.30	5,461.27
01/31/2024	Journal Entry	Jan. 2024 Postage		Postage for January 2024	0.63	5,461.90
02/07/2024	Expense		Case Anywhere	Inv. 317311	135.00	5,596.90
05/08/2024	Expense		Case Anywhere	Inv. 327720	135.00	5,731.90
05/16/2024	Check	3822	Berger Consulting Group	Inv. 11305	1,500.00	7,231.90
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.50	7,232.40

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
08/14/2024	Expense		Case Anywhere	Inv. 338805	135.00	7,367.40
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	0.40	7,367.80
Total for Snowden v. Palmdale (002-400)					\$7,367.80	
TOTAL					\$7,367.80	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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"

Perssia Razma, Esq.

California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma'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.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

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

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

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);