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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUAN CABEZA, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CENTRAL NEIGHBORHOOD HEALTH
FOUNDATION, a California non-profit
corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No. 21STCV44468

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

Hearing Date: May 2, 2023

Hearing Time: 9:00 A.M.

Judge: Hon. Elihu M. Berle

Dept.: 6

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 JUAN CABEZA (“Plaintiff”) in this matter. As such, I am fully familiar with the
4 facts, pleadings and history of the matter. The following facts are within my own personal knowledge,
5 and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant CENTRAL NEIGHBORHOOD HEALTH FOUNDATION (“Defendant”).

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

10 4. A true and correct copy of Plaintiff’s October 1, 2020, PAGA Notice is attached hereto
11 as Exhibit #2.

12 5. A true and correct copy of the March 2, 2023, proof of filing of Motion for Approval of
13 PAGA Settlement, is attached hereto as Exhibit #3.

14 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
15 March 1, 2023, is attached hereto as Exhibit #4.

16 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of March
17 1, 2023, is attached hereto as Exhibit #5.

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

20 INTRODUCTION

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

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10. On October 1, 2020, Plaintiff on behalf of himself and on behalf of other “Aggrieved Employees” served Defendant and the LWDA with a Notice of Violations (“PAGA Notice”) and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to pay overtime wages in violation of Labor Code sections 510; failure to pay minimum wages in violation of Labor Code sections 1194, 1197 and 1197.1; failure to provide required meal periods in violation of Labor Code sections 226.7 and 512; failure to provide required rest periods in violation of Labor Code sections 226.7 and 512; failure to reimburse employees for required expenses in violation of Labor Code section 2802; failure to provide accurate itemized wage statements in violation of Labor Code section 226; and failure to provide wages when due in violation of Labor Code sections 201, 202, and 203 (LWDA Case Number LWDA-CM-847016-21).

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

12. On December 7, 2021, Plaintiff filed a class action complaint against Defendant in the Superior Court for Los Angeles, Case Number 21STCV44468. The complaint alleged nine causes of action for (1) Unfair Competition in Violation of Cal. Bus. & Prof Code §§ 17200 et seq.; (2) Failure to Pay Overtime Wages in Violation of Cal. Labor Code § 510; (3) Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1; (4) Failure to Provide Required Meal Periods in Violation of Cal. Labor Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Labor Code §§ 226.37 and 512; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Labor Code § 2802; (7) Failure to Provide Itemized Wage Statements in Violation of Cal. Labor Code § 226; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201-203; and (8) Violation of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et seq.* On March 10, 2022, based on the existence of an arbitration agreement, Plaintiff dismissed the

1 class action allegations and causes of action leaving a single cause of action for Violation of the Private
2 Attorney General Act.

3 13. On January 4, 2023, the Parties attended a full-day mediation with experienced wage and
4 hour class and PAGA action mediator Hon. Carl J. West (Ret.). In advance of the with the mediation,
5 Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's liability
6 exposure for civil penalties to the Aggrieved Employees. Among the data and documents Defendant
7 produced included, but was not limited to, the total number Aggrieved Employees, workweeks, pay
8 periods, written wage and hour policies, employee handbooks, a 20% sample of all time and payroll
9 records for the Aggrieved Employees.

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

19 15. The Settlement is intended to resolve the Released PAGA Claims fully and finally
20 asserted by Plaintiff on behalf of the Aggrieved Employees and 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. Nor does this Settlement waive Defendant's right to assert *res judicata* or other
24 available defense to any asserted claim or lawsuit.

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

THE SETTLEMENT IS FAIR AND REASONABLE

17. The Gross Settlement Amount of \$375,000.00 is fair and reasonable and, therefore, should be approved.

18. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is estimated at approximately \$760,000 in PAGA penalties (7,600 pay periods multiplied by \$100 per pay period).

19. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff's third-party damages consultant estimated Defendant's maximum liability exposure at approximately \$2,580,000. Plaintiff's consultant estimated Defendant's exposure as follows:

Claim	Penalty Amount	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Unpaid Wages</i> Cal. Labor Code §§ 201, 202, 203, 204, 1194, 1197, 1997.1 1198 and 558	\$100	7,500	100% of PAGA Pay Periods	\$750,000
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$100	3,300	44% of PAGA Pay Periods	\$330,000
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$100	7,500	100% of PAGA Pay Periods	\$750,000
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	7,500	100% of PAGA Pay Periods	\$750,000

20. Thus, the Gross Settlement Amount is between 14% and 49% of Defendant's potential exposure. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation.

21. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account the risks of continued litigation including, but not limited to, Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant contended that Plaintiff's PAGA claims could be and likely would be wiped out in the light of the United States Supreme Court decision in *Viking River Cruises v. Moriana*, (2022) 142 S.Ct. 1906.

22. In *Viking River*, the U.S. Supreme Court held that PAGA claims are preempted by the Federal Arbitration Act, where, as here, arbitration agreements were signed by the employees. This posed a very significant risk to Plaintiffs' case which was ultimately realized. See *Viking River Cruises v. Moriana*, (2022) 142 S.Ct. 1906. Therefore, Plaintiff was mindful that their case could be potentially wiped because of the U.S. Supreme Court's adverse decision. Plaintiff's claims are arguably worthless in the post-*Viking River* world.

23. Second, Defendant argued that it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiffs would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to do, since Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this action.

24. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code violations with respect to each and every individual on whose behalf plaintiff seeks to recover civil penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009). When “determining whether the employer committed Labor Code violations with respect to each employee” is impractical, the PAGA action can be dismissed.

1 25. Third, Defendant contended that PAGA actions with numerous employees, many
2 locations, and different types of employees are not manageable and may be dismissed on that basis. *See*,
3 *Wesson v. Staples the Office Superstore*, (2021) 68 Cal.App.5th 746 (holding that courts can dismiss
4 PAGA claims if significant variation exists among aggrieved employees, who have unique factual
5 situations) *see also*, *Ortiz v. CVS Caremark Corp.* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 36833
6 (dismissing PAGA claim as unmanageable because “a multitude of individualized assessments would
7 be necessary”); *Lifty v. Merrill Lynch & Co.* (C.D. Cal. 2014) 2014 U.S. Dist. LEXIS 160448 (striking
8 PAGA claim as unmanageable because “individualized issues predominate in this action” and a
9 “multitude of individualized assessments would be necessary”); *Amiri v. Cox Communs. Cal., LLC*
10 (C.D. Cal.) 272 F.Supp.3d 1187, 1194 (striking PAGA claim as unmanageable). Here, with over 10,000
11 aggrieved employees working at hundreds of different locations and in different types of jobs,
12 Defendant asserted that Plaintiffs’ theories were unmanageable. *Cf. Estrada v. Royalty Carpet Mills,*
13 *Inc.*, (Cal.App. 4th Dist. March 30, 2022) (disagreeing with *Wesson* and creating a split among the
14 Courts of Appeal on whether manageability is a prerequisite to bringing a PAGA claim).

15 26. Fourth, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.
16 See [https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/)
17 [2024-ballot/](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/). If this initiative passes, it will effectively repeal PAGA by taking away the ability to pursue
18 civil penalties via a representative action. Plaintiffs view this initiative as a significant additional risk
19 due to the potential limitation on her ability to recover penalties against Defendant should litigation
20 continue.

21 27. Finally, the maximum penalty figure does not consider that Courts have complete
22 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
23 based on the facts and circumstances of the particular case, to do otherwise would result in an award
24 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
25 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
26 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
27 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
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1 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
2 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
3 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
4 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
5 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
6 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
7 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
8 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
9 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
10 San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision, dated July
11 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown bench trial
12 that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount
13 obtained by PAGA Counsel is reasonable in light Defendant’s arguments. Further, the adverse decisions
14 in *Viking River Cruises* and *Wesson* pose very significant, and even fatal, risk to Plaintiff’s case.

15 28. Defendant’s substantial compliance could also operate to prevent the imposition of
16 PAGA penalties.

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

20 30. The LWDA has been provided notice of this motion and the PAGA settlement, and the
21 decision of LWDA to accept the PAGA settlement and not oppose the motion should be given
22 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
23 protect its own rights.

24 **THE ATTORNEYS’ FEES AND EXPENSES FAIR AND REASONABLE**

25 31. PAGA Counsel seeks approval of Attorneys’ Fees in the amount of \$125,000.00 (one-
26 third of the Gross Settlement Amount) and Attorneys’ Expenses not to exceed \$15,000.00 for
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1 reimbursement of actually incurred litigation expenses. The requested Attorneys' Fee and
2 reimbursement of Attorneys' Expenses are fair, reasonable and justified by the result achieved.

3 32. PAGA Counsel negotiated a recovery of \$375,000.00, and this result justifies the
4 requested fees equal to one third of this recovery. This percentage is within the standard contingent
5 recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme
6 Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought,
7 the result was far from certain. Defendant's defenses to the merits of the case created difficulties with
8 proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by
9 Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant
10 asserted that its employment practices complied with all applicable Labor laws. If successful,
11 Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees.
12 While Plaintiff believes that these defenses could be overcome, Defendant maintains that these defenses
13 have merit and therefore present a serious risk to recovery. The Settlement was possible because, in
14 PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an appreciable
15 risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome
16 difficulties in proof as to monetary relief.

17 33. Attached hereto as Exhibit #4 is a true and correct copy of the JCL Law Firm, APC, Time
18 and Billing Journal as of March 1, 2023. The time and billing journal includes time for Managing
19 Attorney Jean-Claude Lapuyade, Esq., Associate Attorney Sydney Castillo-Johnson, Sr. Associate
20 Attorney Monnett De La Torre, Esq., and, staff paralegals Tesla Stone and Maria Watters. To the best
21 of my knowledge, each entry was made contemporaneously and in the ordinary and usual course of
22 business. The attached Billing Journal shows that the JCL Law Firm, APC billed a total of 133.31 hours
23 for a total of \$71,363.33 successfully litigating this action at rates of \$150 (paralegal), \$350 (Associate
24 Attorney), \$500 (Sr. Associate) and \$550 (Managing Attorney).

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

17 35. Moreover, JCL Law Firm, APC’s billing rates have been approved multiple times within
18 the last twelve months by California Superior Court judges. (See Exhibit #6.)

19 36. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC (“ZLG”),
20 billed \$25,755.00 for 51.6 hours successfully litigating this action. A true and accurate copy of the
21 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently
22 herewith.

23 37. Collectively, Plaintiff’s Counsel spent a total of 184.91 hours successfully litigating this
24 matter for a total combined loadstar of \$97,118.33. Thus, the Attorneys’ Fee request is equal to Class
25 Counsel’s loadstar with a modest 1.28 multiplier.

26 38. Class Counsel’s loadstar is summarized by firm below:
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<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	133.31	\$71,363.33
ZLG	51.6	\$25,755.00
Total	184.91	\$97,118.33

THE ATTORNEYS' EXPENSES SHOULD BE APPROVED

39. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$12,972.72 prosecuting this action (JCL Law Firm, APC - \$7,046.88 and Zakay Law Group, APLC - \$5,925.84).

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of March 2023, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade

EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Juan Cabeza (“Plaintiff”) and Defendant Central Neighborhood Health Foundation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned Cabeza v. Central Neighborhood Health Foundation, Case No. 21STCV44468, filed on December 7, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Aggrieved Employee” means all individuals employed by Defendant as non-exempt employees in California during the period October 1, 2020 to March 4, 2023 (the “PAGA Period”).
- 1.4. “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.
- 1.5. “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.
- 1.6. “Attorneys’ Fees” and “Attorneys’ Expenses” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Attorneys’ Fees shall be divided between PAGA Counsel as follows: 50% to Zakay Law Group, APLC, and 50% to the JCL Law Firm APC.
- 1.7. “Claims Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendant” means named Defendant Central Neighborhood Health Foundation.
- 1.10. “Defense Counsel” means Armine Antonyan and Nima Darouian of Lewis Brisbois.

- 1.11. “Effective Date” means the date on which the settlement is approved.
- 1.12. “Gross Settlement Amount” means \$375,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay all PAGA claims, Plaintiff’s Service Award, payment of Claims Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, and PAGA Payment.
- 1.13. “PAGA Payment” or “Net Settlement Amount” means the Gross Settlement Amount minus Plaintiff’s service award, Claim Administration Expenses, Attorneys’ Fees, and Attorneys’ Expenses. The PAGA Payment will be allocated so that 75% of the payment will be paid to the LWDA and 25% will be paid to Aggrieved Employees. Aggrieved employees will be issued Form 1099 for the PAGA payments.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 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. “PAGA Counsel” means the JCL Law Firm, APC and Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from October 1, 2020 to March 4, 2023.ⁱⁱ
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s October 1, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (approximately \$54,375) and the 75% to LWDA (approximately \$163,125) in settlement of PAGA claims.

- 1.23. “Plaintiff” means Juan Cabeza, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.27. “Service Award” means: the payment to Plaintiff for initiating the Action and providing services in support of the Action. Plaintiff shall apply for, and Defendant has agreed not to oppose, a payment in the amount of \$10,000.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On December 7, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*; (3) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (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 Plaintiff for Required Expenses in Violation of Cal. Lab. Code §2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Pay Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203; and (9) Violation of the Private Attorneys General Act [Lab. Code §§ 2698 *et seq.*]. On March 14, 2022 Plaintiff dismissed the class allegations and causes of action (1) through (8), proceeding with a single cause of action for violations of PAGA. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On January 4, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.) which led to this Agreement to settle the Action. The mediation resulted in a settlement, which was supported by Judge West.
- 2.4. Prior to mediation, Plaintiff obtained through informal discovery a significant sample of payroll and time records, as well as all of the relevant employment policies, Plaintiff’s entire

personnel file, and data points regarding the Aggrieved Employees.

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

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$375,000.00 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 6.1 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 Final Approval:
- 3.2.1. To PAGA Counsel: An Attorneys' Fee of not more than $\frac{1}{3}$ which is currently estimated to be \$125,000 and Attorneys' Expenses of not more than **\$15,000.00**. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will apply for Attorneys' Fees and Attorney's Expenses as part of his motion for approval of the Agreement. If the Court approves an Attorneys' Fee and/or an Attorneys' Expense less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Except as provided for herein, Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Attorneys' Fees and/or Attorneys' Expenses. The Administrator will pay the Attorneys' Fees and Attorneys' Expenses using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on Attorneys' Fees and Attorneys' Expenses 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: A Claims Administrator Expenses Payment not to exceed \$7,500 except for a showing of good cause and as approved by the Court. To the extent the Claims Administration Expenses are less or the Court approves payment less than \$7,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties estimated to be \$217,500 to be paid from the Gross Settlement Amount, with 75% (\$163,125) allocated to the LWDA PAGA Payment and 25% (\$54,375) allocated to the Individual PAGA

Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately \$54,375) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 386 Aggrieved Employees who worked a total 7,600 of PAGA Pay Periods. Should the number of pay periods increase by more than 10% of what was represented at the mediation (i.e., by more than 760 pay periods, or in other words, if the pay periods worked between October 1, 2020 and January 4, 2023, exceed 8,360), Defendant shall in its discretion either a) increase the Gross Settlement proportionally or b) agree to shorten the release period as of the date on which the number of pay periods reaches 8,360.

4.2. Aggrieved Employee Data. Within **21** 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 Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Within thirty (30) days of the Effective Date, Defendant shall pay the Gross Settlement Amount to the Settlement Administrator.

4.4. Payments from the Gross Settlement Amount. Within **15** days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all PAGA Payments, the LWDA PAGA Payment, the Claims Administration Expenses Payment, the Attorneys' Expenses. Disbursement of the Attorneys' Expenses shall not precede

disbursement of PAGA Payment.

- 4.4.1. The Administrator will issue checks for the PAGA Payment and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose 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. Upon entry of final judgment and funding of the Gross Settlement Amount in full, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims for civil penalties under California Labor Code Sections 2698, et seq., predicated on the California Labor Code violations that are asserted in the LWDA Notice and operative complaint which are for civil penalties pursuant to Labor Code section 2699, et seq. for violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 227.7, 226.8, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, section 11040, subdivision 5(A)-(B), and applicable Industrial Welfare Commission Wage Orders. The release does not include underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and

workers' compensation, and claims outside of the PAGA Period. The Released Claims do not include any claims that cannot be released as a matter of law.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, 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 shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of signing this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys’ Fees and Attorneys’ Expenses, 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.

9. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant

that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, except for the confidential settlement agreement between Plaintiff and Defendant, which shall be executed concurrently with this Agreement.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all

Parties or their representatives, and approved by the Court.

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, 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 destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

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

To Defendant:

LEWIS BRISBOIS BISGAARD & SMITH LLP

Nima.Darouian@lewisbrisbois.com
Armine.Antonyan@lewisbrisbois.com
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: 213.250.1800
Facsimile: 213.250.7900

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement by the Parties hereto the continuing litigation of this action shall be stayed and the time to bring this action to trial shall be extended pending the outcome of the settlement process.

[SIGNATURE PAGE TO FOLLOW]

Executed on 02/23, 2023

Juan Cabeza

Juan Cabeza (Feb 23, 2023 11:31 PST)

JUAN CABEZA

Executed on Feb. 27, 2023

CENTRAL NEIGHBORHOOD HEALTH
FOUNDATION

By:

[Signature]

JCL LAW FIRM, APC

Executed on February 23, 2023

By:

[Signature]
JEAN-CLAUDE LAPUYADE

Attorneys for Plaintiff
JUAN CABEZA

Executed on February 23, 2023

By:

[Signature]
SHANI ZAKAY

Attorneys for Plaintiff
JUAN CABEZA

Executed on February 28 2023

By:

LEWIS BRISBOIS BISGAARD & SMITH, LLP

Armine Antonyan
Nima Darouian

Armine Antonyan

Attorneys for Defendant CENTRAL
NEIGHBORHOOD HEALTH FOUNDATION

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Juan Cabeza ("Plaintiff") against Central Neighborhood Health Foundation ("Defendant"), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff claimed that Defendant failed to maintain business records. Plaintiff also claimed that he and other employees were not provided legally compliant meal and rest periods, not properly paid minimum, regular and overtime wages and separately compensate rest breaks at the regular rate of pay, not provided with accurate wage statements, not reimbursed for personally incurred business expenses, and not timely paid final wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves and releases the claims asserted in the lawsuit on behalf of all individuals who worked for Defendant in California who suffered one or more Labor Code violations enumerated in Labor code §§ 2698 et seq. between October 1, 2020, and March 4, 2023 ("PAGA Employees"). No claims for unpaid or underpaid wages have been settled, and this settlement is without prejudice to the pursuit of any such claim.

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *Juan Cabeza v. Central Neighborhood Health Foundation*.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2024. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2



5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: 619-599-8292
Fax: 619-599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com
Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

October 1, 2021

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

CENTRAL NEIGHBORHOOD HEALTH FOUNDATION

c/o Jose P. Escamilla
714 W. Olympic Blvd., Suite 801
Los Angeles, CA 90015

Via Certified Mail with Return Receipt No. 7021 0350 0000 8465 3158

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

Dear Sir/Madam:

This office represents JUAN CABEZA (“Plaintiff”) and other aggrieved employees in a proposed class and representative action against CENTRAL NEIGHBORHOOD HEALTH FOUNDATION (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff has been employed by Defendant in California since 2013. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

As a consequence, Plaintiff contends that Defendant failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 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 and exempt employees who worked for Defendant during the relevant claim period.

A true and correct copy of the proposed Complaint for the class action 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. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

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

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

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide 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 and Class Members

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 black ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Enclosure (1)

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
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shani@zakaylaw.com
jackland@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff JUAN CABEZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUAN CABEZA, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

CENTRAL NEIGHBORHOOD HEALTH
FOUNDATION, a California non-profit
corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

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

DEMAND FOR JURY TRIAL

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

THE PARTIES

1. Defendant CENTRAL NEIGHBORHOOD HEALTH FOUNDATION (“DEFENDANT” and/or “DEFENDANTS”) is a California non-profit corporation that at all relevant times owns and operates healthcare facilities in the State of California.

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

3. The agents, servants and/or employees of the DEFENDANTS and each of them acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the

1 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
2 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
3 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

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

9 5. 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 employee
12 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
13 for each underpaid employee.

14 6. PLAINTIFF has been employed by DEFENDANTS as a non-exempt employee since
15 2013, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
16 of minimum wages, reimbursement for business expenses, and overtime wages due for all time worked.

17 7. PLAINTIFF brings this Class Action on behalf of himself and on behalf of all of
18 DEFENDANTS' current and former non-exempt California employees (the "CALIFORNIA CLASS")
19 at any time during the period beginning four years from the date of the filing of this Complaint and
20 ending on a date determined by the Court (the "CLASS PERIOD"). The amount in controversy for the
21 aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).
22 PLAINTIFF reserves the right to amend the following class definitions before the Court determines
23 whether class certification is appropriate, or thereafter upon leave of Court:

24 8. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the
25 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
26 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
27 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
28 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of

1 California Labor Code Sections 226.7(c) and the applicable Industrial Welfare Commission Wage
2 Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation
3 of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to reimburse
4 PLAINTIFF and the CALIFORNIA CLASS for required expenses in violation of California Labor
5 Code Section 2802, and (4) failed to provide accurate itemized wage statements in violation of
6 California Labor Code Sections 226 and 226.3.

7 9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and
8 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due
9 PLAINTIFF and the other members of the CALIFORNIA CLASS.

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

14 **JURISDICTION AND VENUE**

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

19 12. Venue is proper in this Court pursuant to California Code of Civil Procedure, sections 395
20 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, and DEFENDANTS (i)
21 currently maintain and at all relevant times, maintained offices and facilities in this County and/or
22 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged
23 in this County against members of the CALIFORNIA CLASS.

24 **THE CONDUCT**

25 13. In violation of the applicable sections of the California Labor Code and the requirements
26 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
27 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
28 compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members

of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the regular rate, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime wages by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other

1 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
2 records.

3 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
4 schedules, being required to assist medical doctors and medical patients and DEFENDANTS'
5 inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members were from time
6 to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for
7 their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members were required from time
8 to time to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts
9 without receiving a meal break. Further, DEFENDANTS from time to time failed to provide
10 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some
11 workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work
12 from time to time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS
13 Members does not qualify for limited and narrowly construed "on-duty" meal period exception. When
14 they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were,
15 from time to time, required to remain on duty and on call. PLAINTIFF and other CALIFORNIA
16 CLASS Members therefore forfeited meal breaks without additional compensation and in accordance
17 with DEFENDANTS' strict corporate policy and practice.

18 **B. Rest Period Violations**

19 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
20 CLASS members were also required from time to time to work in excess of four (4) hours without
21 being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required
22 to assist medical doctors and medical patients and DEFENDANTS' inadequate staffing. Further, for
23 the same reasons these employees were denied their first rest periods of at least ten (10) minutes for
24 some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period
25 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
26 time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
27 (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
28 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or on

1 call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
2 wages *in lieu* thereof. As a result of their rigorous work schedules, being required to assist medical
3 doctors and medical patients, and DEFENDANTS' inadequate staffing, PLAINTIFF and other
4 CALIFORNIA CLASS Members were from time to time denied their proper rest periods by
5 DEFENDANTS and DEFENDANTS' managers.

6 **C. Regular Rate Violation – Overtime, Sick Pay and Meal and Rest Period Premiums**

7 17. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to
8 fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS Members for
9 their overtime hours worked, meal and rest period premiums, and sick pay. As a result, PLAINTIFF
10 and the other CALIFORNIA CLASS Members forfeited wages due them for working overtime
11 without compensation at the correct overtime, meal and rest period premiums, and sick pay rates.
12 DEFENDANTS' uniform policy and practice to not pay the PLAINTIFF and the CALIFORNIA
13 CLASS the correct overtime rate for all overtime worked, meal and rest period premiums, and sick
14 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

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

18 19. The second component of PLAINTIFF's and other CALIFORNIA CLASS Member's
19 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and
20 other CALIFORNIA CLASS Members incentive wages based on their performance for
21 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
22 basis with bonus, and/or incentive compensation when the employees met the various performance
23 goals set by DEFENDANTS.

24 20. However, from-time-to-time, when calculating the regular rate of pay, in those pay
25 periods where PLAINTIFF and the CALIFORNIA CLASS Members worked overtime, or were paid
26 meal and/or rest period premiums, and earned this non-discretionary bonus or incentive
27 DEFENDANTS failed to accurately include the non-discretionary bonus compensation and/or
28 incentive paid as part of the employees' "regular rate of pay" and/or calculated all hours worked rather

1 than just all non-overtime hours worked. Further, when calculating the regular rate of pay in order to
2 pay sick pay to PLAINTIFF and the CALIFORNIA CLASS, DEFENDANTS failed to include the
3 incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating sick
4 pay. Management and supervisors described the incentive/bonus program to potential and new
5 employees as part of the compensation package. As a matter of law, the incentive compensation
6 received by PLAINTIFF and other CALIFORNIA CLASS Members must be included in the "regular
7 rate of pay." The failure to do so has resulted in a systematic underpayment of overtime, meal and
8 rests period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by
9 DEFENDANTS.

10 21. As a matter of law, the incentive and commission compensation received by
11 PLAINTIFFS and other CALIFORNIA CLASS members must be included and correctly calculated
12 into the "regular rate of pay" for purposes of overtime compensation, meal and rest period premiums,
13 and sick pay. DEFENDANTS' failure to do so has resulted in DEFENDANTS' systematic
14 underpayment of overtime compensation, meal and rest period premiums, and sick pay to PLAINTIFF
15 and other CALIFORNIA CLASS members. Specifically, California Labor Code Section 246 mandates
16 that paid sick time for non-employees shall be calculated in the same manner as the regular rate of pay
17 for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee
18 actually works overtime in that workweek. DEFENDANT'S conduct, as articulated herein, by failing
19 to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay
20 compensation was in violation of Cal. Lab. Code § 246.

21 22. In violation of the applicable sections of the California Labor Code and the requirements
22 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
23 policy, practice, and procedure, intentionally, and knowingly failed to compensate PLAINTIFF and
24 the CALIFORNIA CLASS at the correct rate of pay for all overtime, meal and rest period premiums,
25 and/or sick pay compensation. This uniform policy and practice of DEFENDANTS is intended to
26 purposefully avoid the payment of the correct overtime, meal and rest period premiums, and/or sick
27 pay compensation as required by California law which allowed DEFENDANTS to illegally profit and
28 gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling

operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

D. Unreimbursed Business Expenses

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

24. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their own personal vehicles as a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of their own personal vehicles, PLAINTIFF and the members of the CALIFORNIA CLASS could not complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify PLAINTIFF or other CALIFORNIA CLASS Members for the cost associated with the use of their own personal vehicles for DEFENDANTS' benefit. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal vehicles for work related issues including traveling between DEFENDANTS' locations for work related duties, without being reimbursed for mileage. As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal vehicles, all on behalf of and for the benefit of DEFENDANTS.

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1 **E. Wage Statement Violations**

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

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

17 27. In addition to the violations described above, DEFENDANTS, from time to time, failed
18 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply
19 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of
20 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
21 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
22 payroll error due to clerical or inadvertent mistake.

23 **F. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

24 24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continue to
25 fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours
26 worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other members
27 of the CALIFORNIA CLASS to perform off-the-clock work. Notwithstanding, from time-to-time
28

1 DEFENDANTS failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS necessary
2 wages for performing work at DEFENDANTS' direction, request and benefit, while off-the clock.

3 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF
4 and other members of the CALIFORNIA CLASS to perform pre-shift work, including but not limited
5 to, undergoing COVID-19 health screenings, which included temperature checks and health
6 questionnaires. Further, PLAINTIFF and other CALIFORNIA CLASS Members were required to open
7 and prepare the facility in each morning. This resulted in PLAINTIFF and other members of the
8 CALIFORNIA CLASS to have to work while off-the-clock.

9 26. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock
10 work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

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

14 28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members
15 of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or
16 pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for
17 all the work they performed, including off-the-clock work.

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

20 30. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members of
21 the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages owed for the off-
22 the-clock work activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS
23 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
24 DEFENDANTS' policies and practices also deprived them of overtime pay.

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

27 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited
28 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent

undergoing COVID-19 health screenings and opening the facility while off-the-clock. 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.

G. CLASS ACTION ALLEGATIONS

33. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-exempt California employees ("CALIFORNIA CLASS") during the period beginning four years prior to the filing of the Complaint and ending on a date determined by the Court ("CLASS PERIOD").

34. 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, failure to separately compensate rest periods, 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.

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

36. Common questions of law and fact regarding DEFENDANTS' conduct, including but not limited to, the 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 DEFENDANTS maintained legally compliant meal period policies and practices;

b. Whether DEFENDANTS maintained legally compliant rest period

1 policies and practices;

2 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
3 CALIFORNIA CLASS Members accurate premium payments for missed
4 meal and rest periods;

5 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
6 CALIFORNIA CLASS Members accurate overtime wages;

7 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
8 CALIFORNIA CLASS Members at least minimum wage for all hours
9 worked;

10 f. Whether Defendants failed to compensate PLAINTIFF and the
11 CALIFORNIA CLASS Members for required business expenses;

12 g. Whether DEFENDANTS issued legally compliant wage statements;

13 h. Whether DEFENDANTS committed an act of unfair competition by
14 systematically failing to record and pay PLAINTIFF and the other members
15 of the CALIFORNIA CLASS for all time worked;

16 i. Whether DEFENDANTS committed an act of unfair competition by
17 systematically failing to record all meal and rest breaks missed by
18 PLAINTIFF and other CALIFORNIA CLASS Members, even though
19 DEFENDANTS enjoyed the benefit of this work, required employees to
20 perform this work and permits or suffers to permit this work;

21 j. Whether DEFENDANTS committed an act of unfair competition in
22 violation of the UCL, by failing to provide the PLAINTIFF and the other
23 members of the CALIFORNIA CLASS with the legally required meal and
24 rest periods.

25 37. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
26 of DEFENDANTS' conduct and actions alleged herein.

27 38. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
28 interests as the other members of the class.

1 39. PLAINTIFF will fairly and adequately represent and protect the interests of the
2 CALIFORNIA CLASS Members.

3 40. PLAINTIFF retained able class counsel with extensive experience in class action
4 litigation.

5 41. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
6 of the other CALIFORNIA CLASS Members.

7 42. There is a strong community of interest among PLAINTIFF and the members of the
8 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
9 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

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

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

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

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

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

1 DEFENDANTS.

2 **FIRST CAUSE OF ACTION**

3 **For Unlawful Business Practices**

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

5 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

8 47. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
9 17021.

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

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

21 Cal. Bus. & Prof. Code § 17203.

22 49. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
23 CLASS Members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
24 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
25 “UCL”), by engaging and continuing to engage in business practices which violates California law,
26 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
27 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
28 1197, 1197.1, 1198, & 2802 for which this Court should issue declaratory and other equitable relief

1 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
2 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

16 52. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
17 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of
18 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

19 53. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
20 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
21 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
22 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
23 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
24 Labor Code.

25 54. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
26 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal period
27 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in
28 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

1 55. PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA
2 CLASS Member, one (1) hour of pay for each workday in which an off duty paid rest period was not
3 timely provided as required by law.

4 56. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
5 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
6 calculated overtime and missed meal and rest periods premiums.

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

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

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

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

27 61. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
28 and/or adequate remedy at law that will end the unlawful and unfair business practices of

1 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result
2 of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of
3 the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic
4 harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair
5 business practices.

6 **SECOND CAUSE OF ACTION**

7 **For Failure to Pay Overtime Compensation**

8 **[Cal. Lab. Code §§ 510, *et seq.*]**

9 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

12 63. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period
13 beginning four years prior to the filing of the Complaint and the present (“CLASS PERIOD”) bring a
14 claim for DEFENDANTS’ willful and intentional violations of the California Labor Code and the
15 Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees for
16 all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve
17 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

23 66. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages, including
24 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
25 further states that the employment of an employee for longer hours than those fixed by the Industrial
26 Welfare Commission is unlawful.

27 67. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members were
28 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked

1 or were not accurately compensated for all overtime hours worked.

2 68. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
3 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
4 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
5 CALIFORNIA CLASS Members and denied accurate compensation to PLAINTIFF and the other
6 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
7 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
8 in any workweek.

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

15 70. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
16 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
17 all overtime worked.

18 71. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
19 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
20 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
21 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
22 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
23 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
24 negotiable, non-waivable rights provided by the State of California.

25 72. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
26 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned
27 wages.

28 73. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the

1 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum
2 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
3 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
4 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
5 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

11 75. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
12 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
13 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
14 employees for their labor as a matter of uniform company policy, practice and procedure, and
15 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
16 members of the CALIFORNIA CLASS for overtime worked.

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

24 77. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as
26 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
28 determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment,

1 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals
2 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
3 herein on behalf of these CALIFORNIA CLASS Members. DEFENDANTS' conduct as alleged herein
4 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
5 Members are entitled to seek and recover statutory costs.

6 **THIRD CAUSE OF ACTION**

7 **For Failure to Pay Minimum Wages**

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

9 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

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

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

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

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

23 83. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
24 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
25 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
26 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
27 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
28 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members

1 of the CALIFORNIA CLASS.

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

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

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

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

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

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

28 90. In performing the acts and practices herein alleged in violation of California labor laws,

1 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
2 them with the requisite compensation, DEFENDANTS acted and continue to act intentionally,
3 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
4 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the
5 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
6 in order to increase company profits at the expense of these employees.

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

17 **FOURTH CAUSE OF ACTION**

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

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

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 92. 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 Complaint.

23 93. During the CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the
24 legally 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 relieved
27 of all their duties for the legally required off-duty meal periods. As a result of their rigorous work
28 schedules, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time not fully

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

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

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

17 **FIFTH CAUSE OF ACTION**

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

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

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 96. 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 Complaint.

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

1 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-
2 hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
3 CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS
4 and DEFENDANTS' managers.

5 98. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC
6 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
7 provided a rest period, in accordance with the applicable Wage Order, one additional hour of
8 compensation at each employee's regular rate of compensation for each workday that rest period was
9 not provided.

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

13 **SIXTH CAUSE OF ACTION**

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

15 **[Cal. Lab. Code § 2802]**

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

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

19 99. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

25 100. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code
26 § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA
27 CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit.
28 DEFENDANTS failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for

1 expenses which included, but were not limited to, costs related to using their personal vehicles all on
2 behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and the members of the
3 CALIFORNIA CLASS were required by DEFENDANTS to use their personal vehicles to execute their
4 essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and
5 procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for
6 expenses resulting from using their personal vehicles for DEFENDANTS within the course and scope
7 of their employment for DEFENDANTS. These expenses were necessary to complete their principal
8 job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of their
9 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
10 members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse
11 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is
12 required to do under the laws and regulations of California.

13 101. PLAINTIFF therefore demands reimbursement on behalf of the members of the
14 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf
15 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory
16 rate and costs under Cal. Lab. Code § 2802.

17 **SEVENTH CAUSE OF ACTION**

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

19 **[Cal. Lab. Code §§ 226 and 226.2]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 102. 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 Complaint.

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

- 25 1. Gross wages earned;
- 26 2. Total hours worked by the employee, except for any employee
27 whose compensation is solely based on a salary and who is exempt from
28 payment of overtime under subdivision (a) of Section 515 or any applicable

order of the Industrial Welfare Commission;

3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

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

5. Net wages earned;

6. The inclusive dates of the period for which the employee is paid,

7. 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 or an employee identification number other than a social security number may be shown on the itemized statement,

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.

104. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned; (4) the correct name and address of the legal entity that is the employer; and (5) the last four (4) digits of employee's social security number or an employee identification number all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of California Labor Code Section 226(a).

105. Further, DEFENDANTS violated California Labor Code Section 226(a)(8) by failing to provide the name and address of the legal entity that is the employer. In addition to the foregoing, DEFENDANTS 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.

106. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code § 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for

1 the overtime worked and the amount of employment taxes which were not properly paid to state and
2 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
3 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
4 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
5 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
6 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
7 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
8 member of the CALIFORNIA CLASS herein.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES WHEN DUE**

11 **(Cal Lab. Code §§201, 202, 203)**

12 **((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))**

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

15 108. Cal. Lab. Code § 200 provides that:

16 As used in this article: (a) "Wages" includes all amounts for labor
17 performed by employees of every description, whether the amount
18 is fixed or ascertained by the standard of time, task, piece,
19 Commission basis, or other method of calculation. (b) "Labor"
20 includes labor, work, or service whether rendered or performed
21 under contract, subcontract, partnership, station plan, or other
22 agreement if the labor to be paid for is performed personally by the
23 person demanding payment.

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

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

27 If an employee not having a written contract for a definite period
28 quits his or her employment, his or her wages shall become due and

1 payable not later than 72 hours thereafter, unless the employee has
2 given 72 hours previous notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time
4 of quitting. Notwithstanding any other provision of law, an
5 employee who quits without providing a 72-hour notice shall be
6 entitled to receive payment by mail if he or she so requests and
7 designates a mailing address. The date of the mailing shall constitute
8 the date of payment for purposes of the requirement to provide
9 payment within 72 hours of the notice of quitting.

10 111. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
11 employment contract.

12 112. Cal. Lab. Code § 203 provides:

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

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

22 114. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
23 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty days of pay
24 as penalty for not paying all wages due at time of termination for all employees who terminated
25 employment during the CLASS PERIOD and demands an accounting and payment of all wages due,
26 plus interest and statutory costs as allowed by law.

27
28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

3 1. On behalf of the CALIFORNIA CLASS:

4 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
5 a class action pursuant to Cal. Code of Civ. Proc. § 382;

6 B) An order temporarily, preliminarily and permanently enjoining and restraining
7 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

8 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
9 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

10 D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for
11 restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other
12 members of the CALIFORNIA CLASS.

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

16 1. Compensatory damages, according to proof at trial, including compensatory
17 damages for minimum wage compensation, overtime compensation, and unreimbursed
18 business expenses due PLAINTIFF and the other members of the CALIFORNIA
19 CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at
20 the statutory rate;

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

26 3. Meal and rest period compensation pursuant to California Labor Code Section
27 226.7, 512 and the applicable IWC Wage Order;
28

4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and

5. The wages of all terminated employees 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.

2. 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 cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: October 1, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

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

DEMAND FOR JURY TRIAL

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

Dated: October 1, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Central Neighborhood Health
Foundation
c/o Jose P. Escamilla
714 W. Olympic Blvd, Suite 80
Los Angeles, CA 90015



9590 9402 6744 1060 3011 41

2. Article Number (Transfer from service label)

7021 0350 0000 8465 3158

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Karen Sanchez

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

Cabo 029 10-1-21

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

(over \$500)

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Cabeza v. Central Health (002-253)							
08/16/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	1:12	660.00	660.00
08/18/2021	No	Jean Claude Lapuyade	Legal Research - Meal, Rest, 2802 and RROP Issues	550.00	2:12	1,210.00	1,870.00
08/18/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	1:54	1,045.00	2,915.00
08/26/2021	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:06	605.00	3,520.00
08/30/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Employee File Demand Letter	550.00	1:30	825.00	4,345.00
09/23/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Statutes and Cases)	550.00	5:06	2,805.00	7,150.00
10/01/2021	No	Jean Claude Lapuyade	Drafted Complaint	550.00	5:30	3,025.00	10,175.00
12/03/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production	550.00	3:48	2,090.00	12,265.00
02/24/2022	No	Jean Claude Lapuyade	Case Management - Finalized Joint CMS	550.00	1:06	605.00	12,870.00
02/25/2022	No	Jean Claude Lapuyade	PAGA Only Complaint	550.00	3:18	1,815.00	14,685.00
02/28/2022	No	Jean Claude Lapuyade	Law and Motion - Dec & Order to Dismiss	550.00	1:48	990.00	15,675.00
03/08/2022	No	Jean Claude Lapuyade	Law and Motion - Dec to Dismiss and Stip to Amend	550.00	2:30	1,375.00	17,050.00
03/29/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1), RFA (Set 1), RFP (Set 1)	550.00	6:30	3,575.00	20,625.00
03/30/2022	No	Jean Claude Lapuyade	Law and Motion - Prep for OSC re Dismissal of Class Claims	550.00	0:30	275.00	20,900.00
05/30/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Mediation	550.00	0:30	275.00	21,175.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/07/2022	No	Jean Claude Lapuyade	Settlement - Revised and Edited Indv. Agreement	550.00	1:00	550.00	21,725.00
06/07/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Long Form	550.00	1:00	550.00	22,275.00
07/08/2022	No	Jean Claude Lapuyade	Case Management - Drafted and Revised Stip to Stay	550.00	0:18	165.00	22,440.00
07/08/2022	No	Jean Claude Lapuyade	Discovery - Drafted Stip to Stay.	400.00	1:30	600.00	23,040.00
07/08/2022	No	Jean Claude Lapuyade	Case Management - Revised, Edited Stip to Stay	550.00	1:12	660.00	23,700.00
07/08/2022	No	Jean Claude Lapuyade	Discovery - Email to/from OC with proposed stip to stay	550.00	0:12	110.00	23,810.00
07/22/2022	No	Jean Claude Lapuyade	Case Management - Emails Re CMC	550.00	0:30	275.00	24,085.00
09/06/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Call	550.00	0:18	165.00	24,250.00
09/19/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	24,415.00
11/15/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	24,635.00
11/15/2022	No	Monnett DeLaTorre	Review email from opposing counsel regarding production that will be completed prior to mediation, review prior stipulation entered into, prior emails regarding scope of sampling and prior declarations filed as to dismissal of class claims in order to identify scope of response needed for opposing counsel.	500.00	0:30	250.00	24,885.00
11/16/2022	No	Monnett DeLaTorre	Strategy meeting with litigation team regarding status of class dismissal and prior agreement with opposing counsel regarding production and respond to opposing counsel's email regarding pre-mediation production.	500.00	0:18	150.00	25,035.00
11/23/2022	No	Monnett DeLaTorre	Email to opposing counsel regarding status of data demand.	500.00	0:06	50.00	25,085.00
12/05/2022	No	Jean Claude	Discovery - R&R Mediation Data	550.00	3:06	1,705.00	26,790.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
12/12/2022	No	Monnett DeLaTorre	Continue reviewing client's documents in addition to specific LA City regulations that apply to client for purposes of preparing for mediation.	500.00	1:30	750.00	27,540.00
12/12/2022	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues (Rounded Meals, OFT)	550.00	2:54	1,595.00	29,135.00
12/13/2022	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	550.00	0:48	440.00	29,575.00
12/14/2022	No	Jean Claude Lapuyade	Legal Research - LA Healthcare Worker Regulations	550.00	2:30	1,375.00	30,950.00
12/14/2022	No	Monnett DeLaTorre	Continue reviewing plaintiffs records in conjunction with preparing analysis of relevant information to be used within mediation brief.	500.00	2:42	1,350.00	32,300.00
12/15/2022	No	Monnett DeLaTorre	Complete review of personnel file, other client documents and employee handbook and prepare analysis of relevant information to be used for mediation in conjunction with conducting strategy discussions with Mr. Lapuyade and Mr. Zakay.	500.00	2:36	1,300.00	33,600.00
12/15/2022	No	Monnett DeLaTorre	Complete Review of 2018-2021 paystubs in order to identify errors in stubs that will be addressed within mediation brief.	500.00	3:00	1,500.00	35,100.00
12/16/2022	No	Monnett DeLaTorre	Detailed email to client with several questions to be used to assist in mediation.	500.00	0:24	200.00	35,300.00
12/18/2022	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	2:24	1,320.00	36,620.00
12/19/2022	No	Monnett DeLaTorre	Review and respond to email from expert, initial review of expert report, strategy conference with Mr. Lapuyade. research as to LAMC 187.04 and PAGA claim and email to client with additional questions and information needed in preparation for mediation.	500.00	2:48	1,400.00	38,020.00
12/19/2022	No	Monnett DeLaTorre	Review and respond to email from expert regarding evaluation of data sampling.	500.00	0:06	50.00	38,070.00
12/19/2022	No	Monnett DeLaTorre	Review case law as to Labor code section 2699 and 246 and ability to claim violation under LAMC 187.004 as part of PAGA in order to develop further arguments for mediation brief.	500.00	1:00	500.00	38,570.00
12/20/2022	No	Monnett DeLaTorre	Review pleadings including PAGA notice, Complaint and dismissal order and prepare introductory analysis in furtherance of preparing mediation brief.	500.00	1:00	500.00	39,070.00
12/20/2022	No	Monnett DeLaTorre	Follow up detailed email to client with additional questions regarding COVID-19 screening.	500.00	0:06	50.00	39,120.00
12/20/2022	No	Monnett	Prepare legal analysis and argument in support of	500.00	1:12	600.00	39,720.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		DeLaTorre	rest break claim in furtherance of preparing mediation brief.				
12/20/2022	No	Monnett DeLaTorre	Email to opposing counsel regarding status of Plaintiff's time records, review prior production demand made and conduct strategy discussion with litigation team.	500.00	0:06	50.00	39,770.00
12/20/2022	No	Monnett DeLaTorre	Review client's paystubs and prepare legal analysis and argument regarding regular rate of pay within mediation brief	500.00	2:00	1,000.00	40,770.00
12/20/2022	No	Monnett DeLaTorre	Complete analysis regarding the parties and claims analysis for off-the-clock work in furtherance of preparing mediation brief.	500.00	2:30	1,250.00	42,020.00
12/20/2022	No	Monnett DeLaTorre	Teleconference and text message with client to discuss facts of the case in order to include additional information in mediation brief.	500.00	0:12	100.00	42,120.00
12/21/2022	No	Monnett DeLaTorre	Review email from opposing counsel regarding missing time records for Plaintiff.	500.00	0:06	50.00	42,170.00
12/21/2022	No	Monnett DeLaTorre	Supplemental preparation of regular rate arguments within mediation brief to include specific examples found within Plaintiff's paystubs.	500.00	0:24	200.00	42,370.00
12/21/2022	No	Monnett DeLaTorre	Initial review of Plaintiff's time records in comparison to paystubs and identify errors in failure to pay premiums and update mediation brief to include data and arguments of the same.	500.00	1:00	500.00	42,870.00
12/21/2022	No	Monnett DeLaTorre	Review client documents, responses to several questions, labor code sections and PAGA statute and complete preparation of initial draft of mediation brief.	500.00	2:36	1,300.00	44,170.00
12/21/2022	No	Monnett DeLaTorre	Review and respond to several emails from client answering several questions to assist in preparing mediation brief.	500.00	0:30	250.00	44,420.00
12/22/2022	No	Monnett DeLaTorre	Review and respond to email from client regarding pre-mediation to be conducted to discuss expectations.	500.00	0:06	50.00	44,470.00
12/30/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC and Expert Re Class Data	550.00	0:30	275.00	44,745.00
01/02/2023	No	Jean Claude Lapuyade	Discovery - R&R Expert Report	550.00	2:30	1,375.00	46,120.00
01/04/2023	No	Monnett DeLaTorre	Attended Mediation	500.00	8:30	4,250.00	50,370.00
01/04/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:30	4,675.00	55,045.00
01/05/2023	No	Jean	Mediation - Emails to/from OC Re MOU	550.00	1:00	550.00	55,595.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade					
01/09/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited Indv. SAR	550.00	2:00	1,100.00	56,695.00
01/10/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Settlement Agreement	550.00	0:18	165.00	56,860.00
01/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Mediator	550.00	0:12	110.00	56,970.00
01/16/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Settlement Agreement	550.00	0:18	165.00	57,135.00
01/18/2023	No	Monnett DeLaTorre	Review and respond to email from client regarding status of settlement agreement.	500.00	0:07	58.33	57,193.33
01/18/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel regarding proposed changes to settlement agreement as to individual settlement.	500.00	0:06	50.00	57,243.33
01/18/2023	No	Monnett DeLaTorre	Review and respond to email from opposing counsel regarding intent to provide proposed changes to settlement agreement	500.00	0:06	50.00	57,293.33
01/19/2023	No	Monnett DeLaTorre	Review redline changes made by opposing counsel to individual settlement agreement and provide comments to litigation team regarding clauses and changes.	500.00	0:36	300.00	57,593.33
01/22/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:30	275.00	57,868.33
01/23/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited Long Form	550.00	2:06	1,155.00	59,023.33
01/24/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel asking that he at least confirm finalization of individual settlement agreement so that it may be sent to client.	500.00	0:06	50.00	59,073.33
01/24/2023	No	Monnett DeLaTorre	Review and respond to email from client regarding status of settlement agreement.	500.00	0:06	50.00	59,123.33
01/25/2023	No	Jean Claude Lapuyade	Settlement - R&R Long Form Agreement	550.00	1:30	825.00	59,948.33
01/26/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:30	275.00	60,223.33
01/27/2023	No	Jean Claude Lapuyade	Settlement - Revised Indv. SAR and Emails Re the Same	550.00	1:00	550.00	60,773.33

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/22/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited PAGA SAR	550.00	5:48	3,190.00	63,963.33
02/23/2023	No	Jean Claude Lapuyade	Legal Research - PAGA Approval Motion Burdens and Standard (Case Law)	550.00	4:00	2,200.00	66,163.33
02/24/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Motion for PAGA Approval	550.00	6:42	3,685.00	69,848.33
02/27/2023	No	Jean Claude Lapuyade	Law and Motion - Revised Approval Motion Per Defense Edits and Drafted Supporting Decs.	550.00	1:48	990.00	70,838.33
02/27/2023	No	Monnett DeLaTorre	Prepare draft Declaration to be filed in support of settlement approval.	500.00	0:30	250.00	71,088.33
03/02/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	71,363.33
Total for Cabeza v. Central Health (002-253)					133:31	\$71,363.33	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Cabeza v. Central Health (002-253)								
10/02/2021	Expense		LWDA		Client costs deferred	Chase Card 7349	75.00	75.00
11/15/2021	Journal Entry	Sept 2022 Postage		Postage for Sep 2021	Client costs deferred	-Split-	23.42	98.42
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	2.00	100.42
12/07/2021	Expense		One Legal LLC	One Legal Order Number: 17335465 - Filing Fee Re: Summons, Civil Case Cover Sheet	Client costs deferred	Chase Card 7349	1,494.01	1,594.43
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.10	1,594.53
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	Client costs deferred	-Split-	0.50	1,595.03
02/03/2022	Expense		One Legal LLC	One Legal Order Number: 17633534 - Filing Fee Re: Proof of Service by Substituted Service	Client costs deferred	Chase Card 7349	16.68	1,611.71
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	3.10	1,614.81
02/28/2022	Journal Entry	Feb 2022 Postage		Postage for Feb 2022	Client costs deferred	-Split-	1.79	1,616.60
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	Client costs deferred	-Split-	0.73	1,617.33
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	3.30	1,620.63
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	0.30	1,620.93
07/10/2022	Expense		Case Anywhere	Inv. 257391	Client costs deferred	Chase Card 7349	147.00	1,767.93
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	0.40	1,768.33
10/05/2022	Check	2985	JAMS	Invoice - 1210038808 - Mediation	Client costs deferred	US Bank-Checking - 4270	118.75	1,887.08
10/11/2022	Expense		Case Anywhere	Inv. 266027	Client costs deferred	Chase Card 7349	135.00	2,022.08
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	Client costs deferred	-Split-	0.50	2,022.58
10/31/2022	Journal Entry	Oct. 2022 Postage		Postage for October 2022	Client costs deferred	-Split-	0.57	2,023.15
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	Client costs deferred	-Split-	0.40	2,023.55
12/19/2022	Check	3063	JAMS	Invoice - 6317414 - Mediation	Client costs deferred	US Bank-Checking - 4270	2,059.37	4,082.92
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	Client costs deferred	-Split-	0.70	4,083.62
12/31/2022	Journal Entry	Dec 2022 Postage		Postage for December 2022	Client costs deferred	-Split-	0.57	4,084.19
01/18/2023	Check	3090	Berger Consulting Group	Inv. 7329	Client costs deferred	US Bank-Checking - 4270	900.00	4,984.19
01/19/2023	Check	3103	JAMS	Invoice - 1210038808 - Mediation	Client costs deferred	US Bank-Checking - 4270	2,059.38	7,043.57
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	Client costs deferred	-Split-	1.60	7,045.17
01/31/2023	Journal Entry	Jan 2023 Postage		Postage for January 2023	Client costs deferred	-Split-	1.71	7,046.88
Total for Cabeza v. Central Health (002-253)							\$7,046.88	
TOTAL							\$7,046.88	

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 \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *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. Stetak 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);