

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Ste 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

JCL LAW FIRM, APC

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

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MARIA G. GONZALEZ ROMERO, an
individual, on behalf of herself, and on behalf of
all other aggrieved employees,

Plaintiff,

vs.

CABE BROTHERS RENTALS, LLC, a
California Limited Liability Company; CABE
BROTHERS, a California Corporation; and Does
1 through 50, Inclusive;

Defendants.

Case No: 22STCV18688

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

Date: December 13, 2024

Time: 8:30 a.m.

Judge: Hon. Colin P. Leis

Dept: 74

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

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant Cabe Brothers Rentals, LLC and Cabe Brothers (“Defendants”).

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

10 4. A true and correct copy of Plaintiff’s December 15, 2021, Notice of Violations filed with
11 the Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

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

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 November 14, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
18 November 13, 2024, is attached hereto as Exhibit #5.

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

21 **I. INTRODUCTION**

22 9. An objective evaluation of the proposed settlement confirms that the relief negotiated on
23 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
24 a product of informed, adversarial, and non-collusive negotiations between experienced counsel. As
25 discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval.
26 Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the
27 Agreement. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval
28

1 of the Agreement. PAGA Counsel’s Qualifications are set forth in the Firm Resume attached hereto as
2 Exhibit #6.

3 **II. PROCEDURAL AND FACTUAL BACKGROUND**

4 **A. Plaintiff’s Exhaustion of Administrative Remedies Under PAGA And Civil Action Against** 5 **Defendants**

6 10. On December 15, 2021, Plaintiff, on behalf of herself and on behalf of other Aggrieved
7 Employees, served Defendants and the LWDA with a Notice of Violations (“PAGA Notice”) and draft
8 complaint outlining claims against Defendants for alleged violations of the California Labor Code,
9 including claims for failure to provide compliant meal and rest periods; failure to accurately compensate
10 for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to
11 provide accurate itemized wage statements; and failure to timely pay wages due during, and upon
12 termination of employment. (LWDA Case No. LWDA-CM- 857782-21).

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

17 12. On June 7, 2022, Plaintiff filed a representative action complaint against Defendants in
18 the Superior Court for Los Angeles, Case Number 22STCV18688 (the “Action”). The complaint
19 alleged a single cause of action for violation of the Private Attorneys General Act § 2698, *et seq*
20 (“PAGA”).

21 13. Defendants provided Plaintiff with sufficient information to properly evaluate
22 Defendants’ potential liability exposure. Among the data and documents Defendants produced
23 included, but was not limited to, the total number of Aggrieved Employees, pay periods, employee
24 handbooks, and payroll data.

25 14. On May 25, 2022, the Parties participated in an all-day mediation presided over the Hon.
26 William C. Pate (Ret.), a retired judge and experienced mediator of wage and hour class and
27 representative actions. Though the mediation did not conclude in a settlement, the Parties continued to
28 engage in arms-length informal settlement discussions, and ultimately agreed on a settlement that was

1 memorialized in the form of a Memorandum of Understanding (“MOU”). The Parties subsequently
2 drafted and negotiated a long-form settlement which is the subject of the instant motion. The Settlement
3 was negotiated in light of all known facts and circumstances and the uncertainty associated with
4 litigation – including the risk of Plaintiff not being able to maintain representative claims and
5 establishing manageability, the difficulty of proving Plaintiff’s claims in a manageable trial, the merits
6 of Defendants’ potential defenses, and the significant delay and potential appellate issues inherent to
7 litigation – and was reached after extensive arm’s length negotiations.

8 15. The Settlement is intended to fully and finally resolve the Released PAGA Claims
9 asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a
10 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
11 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
12 is not a PAGA claim.¹

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

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

19 17. The PAGA settlement is subject to Court approval consistent with Labor Code §
20 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
21 Amount payment in the amount of One Hundred Seventy Thousand Dollars and Zero Cents
22 (\$170,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
23 of a PAGA Counsel Award in the amount Sixty-One Thousand Six Hundred and Sixty-Six Dollars and
24 Sixty-Six Cents (\$61,666.66), comprised of one-third of the Gross Settlement Amount (estimated to be
25 approximately \$56,666.66) and reimbursement of incurred litigation expenses in an amount not to
26 exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00), and Administrator Expenses
27 Payment, which will not exceed Four Thousand Dollars and Zero Cents (\$4,000.00). Agreement
28

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

generally at §§ 3.1; 3.2.1; 3.2.2. After these deductions, the amount remaining is the “PAGA Penalties,” which is estimated to be \$104,333.34.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

18. The Gross Settlement Amount of \$170,000.00 is fair and reasonable and, therefore, should be approved. Here, without including derivative penalties, Defendants’ liability exposure is estimated at approximately \$714,400 in PAGA Penalties.

19. If derivative penalties are included (or “stacked”), Defendant’s maximum liability exposure is estimated at approximately \$974,500. Plaintiff estimated Defendants’ exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
Meal Period Violations Cal. Labor Code §§ 226.7 and 512	\$50 ³	2,601	100% of PAGA Pay Periods	\$130,050
Rest Period Violations Cal. Labor Code §§ 226.7 and 512	\$50	2,601	100% of PAGA Pay Periods	\$130,050
Unpaid Wages Violations Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$50	2,601	100% of PAGA Pay Periods	\$130,050

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

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

Wage Statement Violations Cal. Labor Code §§ 226 and 226.2	\$100	2,601	100% of PAGA Pay Periods	\$260,100
Miscalculated Regular Rate of Pay for Purposes of Overtime, Meal Premiums, and Redeemed Sick Pay Cal. Labor Code §§ 246, 201, 202, 203, 204	\$50	1,283	49.32% of PAGA Pay Periods	\$64,150
Failure to Reimburse for Mandatory Business Expenses Cal. Labor Code § 2802	\$100	2,601	100% of PAGA Pay Periods	\$260,100

20. Plaintiff alleges that Defendants failed to pay all wages due to Plaintiff and the Aggrieved Employees. First, Plaintiff alleges she and other Aggrieved Employees worked off-the-clock when receiving and answering work-related communications after hours. Defendants deny any practice of failing to pay employees for work performed off-the-clock. Defendants argued that its written policies strictly prohibited off-the-clock work, and thus, any work performed off-the-clock was in violation of its policies. Defendants neither knew nor should have known about any alleged off-the-clock work. Considering Defendants' defenses, Plaintiff estimates Defendants' exposure for this claim to be approximately \$130,050.

21. Plaintiff alleged that Defendants miscalculated the regular rate of pay for purposes of calculating overtime and redeemed sick pay because Defendants failed to include non-discretionary incentive compensation when calculating the rates for these pay categories. Specifically, Plaintiff's expert found additional compensation identified as "COMM-SVC WR" that was not properly included in the regular rate of pay calculation for purposes of calculating and paying overtime and sick pay. The regular rate of pay, which can change from pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things, non-discretionary bonuses and awards, shift differentials and the per-hour value of any non-hourly compensation the employee has earned. *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 552-554. For overtime work, "an employee must receive a 50 percent premium on top of his or her regular rate of pay[.]" *Id.* at 553. Further, California Labor Code section 246(1)(1) expressly mandates that sick pay for non-exempt employees be based on

1 either “the regular rate of pay for the workweek in which the employee uses paid sick time” or the
2 regular rate of pay in the 90 days preceding the use of the sick leave. Conversely, Defendants denied
3 liability and asserted they paid the correct rate of pay for purposes of overtime wages and sick pay.
4 Defendants also argued that these bonuses were discretionary and did not need to be included in the
5 regular rate calculation for payment of overtime wages and sick pay. Lastly, Defendants argue that this
6 claim did not affect all Aggrieved Employees.

7 22. Plaintiff estimated that Defendants’ exposure for this claim was approximately \$64,150.
8 This number was calculated by multiplying the number of pay periods with a violation of overtime
9 and/or sick pay regular rate calculations by a violation rate of \$50 per pay period.

10 23. Plaintiff also alleged that Defendants’ time records reflected non-compliant meal periods.
11 Specifically, Plaintiff alleges that Defendants regularly violated the law by failing to provide meal
12 periods, providing late meal periods, providing short meal periods, and/or requiring employees to work
13 through their meal periods.

14 24. Conversely, Defendant asserted that it maintained facially compliant meal period policies
15 and practices throughout the PAGA Period, and that any non-compliant meal break was the result of
16 voluntary waiver of the same by the employee. Thus, Defendant argued that there was no potential
17 liability for Plaintiff’s alleged meal period violations.

18 25. Plaintiff estimated the penalties for this claim at \$130,050. This number was calculated
19 by multiplying the number of total pay periods where there was a meal period violation by a violation
20 rate of \$50 dollars. The \$50 penalty rate was used for the same reasons as stated above.

21 26. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
22 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Aggrieved
23 Employees were not able to take timely and duty-free rest periods.

24 27. Because rest periods are not recorded, Plaintiff could not identify a violation rate. Plaintiff
25 therefore made the reasonable assumption that rest period violations were committed at a rate similar
26 to that of meal period violations.

27 28. Based on an estimated 100% of PAGA Pay Periods containing a violation, Plaintiff
28 contended that her claim for rest period violations was potentially worth approximately \$130,050. This

1 was calculated by multiplying the number of total pay periods with an assumed rest period violation by
2 a violation rate of \$50 dollars. The \$50 penalty rate was used for a number of reasons in this instance.
3 First, Defendants argued that increased civil penalties for subsequent violations do not apply unless the
4 Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in
5 violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral*
6 *v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it
7 is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing
8 underpayment of employees is a ‘violation’ subject to penalties.”].)

9 29. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty
10 of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period
11 and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty,
12 Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

13 30. Defendants argued that Plaintiff’s rest break claim would have mainly relied on the
14 testimony of Aggrieved Employees, making it a riskier claim. Establishing liability likely would have
15 entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily
16 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
17 (“Because of the competing testimony before the Court, plaintiff’s evidence that defendant may have
18 an illegal, written rest break policy is insufficient for this Court to find that common issues
19 predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
20 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
21 uniform practices.”).

22 31. Plaintiff alleged that Defendants required Plaintiff and other Aggrieved Employees to use
23 their personal cellular phones to communicate with fellow employees and to receive work-related calls,
24 emails, and text messages. Further, Plaintiff alleged that Defendants required Plaintiff and other
25 Aggrieved Employees to use their personal vehicles to pick up parts for the service department at other
26 dealerships. However, Defendants did not reimburse Plaintiff and other Aggrieved Employees for these
27 expenses. California employers who require employees to incur personal business expenses for work
28 purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code § 2802(a), providing

1 that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred
2 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
3 to the directions of the employer...”). Defendants denied any liability for this claim. Defendants argued
4 that any cell phone use and use of personal vehicles were not mandatory.

5 32. Plaintiff estimated that Defendants’ exposure for this claim was approximately \$260,100
6 in penalties. This was calculated by multiplying the total number of pay periods by a violation rate of
7 \$100 per pay period.

8 33. Plaintiff further alleged that the Defendants’ labor code violations for non-compliant meal
9 and rest breaks and unpaid wages results in derivative liability for penalties resulting from inaccurate
10 wage statements. Plaintiff estimated Defendants’ exposure for these claims to be \$260,100 for wage
11 statement penalties.

12 34. Considering the above, the Gross Settlement Amount is approximately 17.4% of
13 Defendants’ potential PAGA exposure if stacking of penalties, or including derivative penalties, is
14 permitted. Without stacking, the Gross Settlement Amount is approximately 23.7%. The Gross
15 Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued
16 litigation. Defendants’ maximum exposure to PAGA penalties is not a realistic outcome of the litigation
17 because it fails to account for the risks of continued litigation including, but not limited to, Defendants’
18 defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal.
19 January 18, 2018). For instance, Defendants argued that it can only be assessed civil penalties for actual
20 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties,
21 Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane*
22 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) [“Given the statutory language
23 [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
24 suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff would need to prove
25 each Aggrieved Employee was subject to the alleged Labor Code violation, which would be difficult to
26 do, since Defendants deny any liability or wrongdoing of any kind associated with the claims alleged
27 in this action.

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1 35. Thus, Defendants contended that Plaintiff would be required to “prove Labor Code
2 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
3 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
4 2, 2009). When “determining whether the employer committed Labor Code violations with respect to
5 each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off.*
6 *Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

7 36. Finally, the maximum penalty figure does not consider that Courts have complete
8 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
9 based on the facts and circumstances of the particular case, to do otherwise would result in an award
10 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
11 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
12 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
13 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
14 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
15 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
16 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
17 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
18 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
19 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
20 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
21 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
22 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
23 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh’g denied (May 15, 2023), review denied*
24 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc.*, *15 Cal. 5th 1056, 547*
25 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA
26 penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in
27 light of Defendants’ arguments.

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

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

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

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

40. PAGA Counsel seek approval of the PAGA Counsel Award, comprised of attorneys' fees in the amount of \$56,666.66 (one-third of the Gross Settlement Amount) and reimbursement of litigation costs not to exceed \$6,500.⁴ PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

41. The requested PAGA Counsel Award of \$63,166.66, comprised of \$56,666.66 for attorneys' fees and reimbursement of litigation expenses of up to \$6,500 is fair, reasonable, and justified by the result achieved.

42. PAGA Counsel negotiated a recovery of One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00), and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage

4 As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$6,051.83 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
2 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendants'
3 defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA
4 Counsel to overcome. Here, several defenses asserted by Defendants present serious threats to the
5 claims of Plaintiff and the Aggrieved Employees. Defendants asserted that their employment practices
6 complied with all applicable labor laws. If successful, Defendants' factual and legal defenses would
7 eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could
8 be overcome, Defendants maintain that these defenses have merit and therefore present a serious risk
9 to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel were able
10 to persuade Defendants that there was an appreciable risk that Plaintiff would prevail on the factual and
11 legal issues underlying liability and overcome difficulties in proof as to monetary relief.

12 43. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
13 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
14 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
15 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
16 Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Perssia Razma (Associate
17 Attorney), Andrea Amaya (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager),
18 Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Esbeidy Campos (Legal Assistant), Sara
19 Christensen (Legal Assistant), and Kaelyn Evans (Secretary).

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

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

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

4 47. The JCL Law Firm's rates are comparable to those judicially approved for other
5 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
6 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
7 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
8 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
9 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
10 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
11 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
12 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
13 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
14 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
15 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
16 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
17 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
18 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
19 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
20 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
21 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
22 between \$355 and \$405 an hour).

23 48. Moreover, my billing rate has been approved within the last twelve months by California
24 Superior Court judges. (See generally *Klein v. RedZone Security, Inc.*, Riverside Superior Court Case
25 No. CVRI2202841 (August 15, 2024) Hon. Harold W. Hopp B. approved a \$700 billing rate and
26 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Galindo v. PAQ,*
27 *Inc., et al.*, San Joaquin Superior Court Case No: STK-CV-UOE-2022-1799 (September 17, 2024) Hon.

Blanca A. Banuelos approved a \$700 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.)

49. As of November 14, 2024, The JCL Law Firm, APC incurred a total lodestar of \$28,020.00 for 40.3 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

50. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$37,916.50 for 78.30 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

51. Collectively, PAGA Counsel spent a total of 118.6 hours successfully litigating this matter for a total combined loadstar of \$65,936.50. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a negative 0.85 multiplier.

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

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	40.3	\$28,020.00
ZLG	78.3	\$37,916.50
Total	118.6	\$65,936.50

53. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$6,051.83 prosecuting this action (JCL Law Firm, APC - \$3,242.62, Zakay Law Group, APLC - \$2,809.21).

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of November 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Attorney for Plaintiff

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff MARIA G. GONZALEZ ROMERO (“Plaintiff”) and defendants CABE BROTHERS RENTALS, LLC and CABE BROTHERS (hereinafter collectively referred to as “Defendants”). The Agreement refers to Plaintiff and Defendants 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 *Maria G. Gonzalez Romero v. Cabe Brothers Rentals, LLC, et al.*, initiated on June 7, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant and performed work in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defendants” means CABE BROTHERS RENTALS, LLC and CABE BROTHERS.
- 1.9. “Defense Counsel” means Arthur Silbergeld, Esq. of Thompson Coburn LLP.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.11. “Gross Settlement Amount” means One Hundred and Seventy Thousand Dollars and Zero Cents (\$170,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount shall be used to satisfy Plaintiff’s claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees (“Individual PAGA Payment”) and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA (“LWDA PAGA Payment”).
- 1.17. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.18. “PAGA Counsel” means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. “PAGA Period” means the period from December 15, 2020, to December 4, 2023.

- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23. “PAGA Notice” means Plaintiff’s December 15, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “Plaintiff” means MARIA G. GONZALEZ ROMERO, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means all released PAGA claims alleged in the Operative Complaint in the Action and Plaintiff’s PAGA Notice to the LWDA which occurred during the PAGA Period, including but not limited to, claims under Labor Code section 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 2698, et seq., California Code of Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission Wage Order(s), and any resulting claim for attorneys’ fees and costs and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Settlement Approval Order" means the proposed Court Order Granting Settlement Approval of PAGA Settlement.

2. RECITALS.

- 2.1. On June 7, 2022, Plaintiff commenced this Action by filing a Representative Complaint alleging one (1) cause of action against Defendant for (1) Violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq]. The Complaint is the operative complaint in the Action (the “Operative Complaint.”)
- 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 May 25, 2022, the Parties participated in an all-day mediation presided over the Hon. William C. Pate (Ret.), a retired judge and experience mediator of wage and hour class and representative actions. Though the mediation did not conclude in a settlement, the Parties continued to engage in arms-length informal settlement discussions, which ultimately led to the Settlement. Prior to the settlement discussions, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff’s

investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.4. 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 8 below, Defendant promises to pay One Hundred and Seventy Thousand Dollars and Zero Cents (\$170,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Fifty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$56,666.66) and PAGA Counsel Litigation Expenses Payment of not more than Five Thousand Dollars and Zero Cents (\$5,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$4,000.00 or the Court approves payment less than \$4,000.00, the Administrator will

retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: The Net Settlement Amount in the amount of \$104,333.34 to be paid from the Gross Settlement Amount, with 75% (\$78,250.00) allocated to the LWDA PAGA Payment and 25% (\$26,083.34) 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 (\$26,083.34) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 150 Aggrieved Employees who worked a total of 2,601 Pay Periods. The Parties acknowledge and agree that this data (and other information provided by Defendant for purposes of settlement discussions) was relied on to extrapolate and reach an arms-length negotiation of Plaintiff's claims in the Action through the PAGA Period. Defendant will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and Pay Periods they worked during the applicable PAGA Period seven (7) calendar days prior to Plaintiffs' deadline to file their motion for Settlement approval.

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

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

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

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

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Human Rights Watch of Southern California, a non-profit 501(c)(3) organization in accordance with CCP § 384 and subject to Court approval.

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

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

5.1 Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California will fully release and discharge Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

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 Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their

Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 150 Aggrieved Employees who worked 2,601 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 10% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 110% of 2,601. For example, if the total Pay Periods in the PAGA Period are 115% of 2,601, the Gross Settlement Amount shall increase by 5%. Defendant will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and Pay Periods they worked during the applicable PAGA Period one week prior to Plaintiff’s deadline to file their motion for Settlement approval.

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in

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

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

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.1 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and 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.
- 10.12 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.
- 10.13 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.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

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

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

To Defendant:

THOMPSTON COBURN LLP
10100 Santa Monica Blvd, Ste 500
Los Angeles, CA 90067
T: (310) 282-2500
asilbergeld@thompsoncoburn.com

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

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

Dated: 05/02/2024, 2024


Maria Gonzalez Romero (May 2, 2024 13:37 PDT)

MARIA G. GONZALEZ ROMERO

Dated: May 2, 2024



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

Dated: May 2, 2024



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

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

Dated: _____, 2024

For Defendant
CABE BROTHERS RENTALS, LLC

Dated: _____, 2024

Arthur Silbergeld, Esq.
Thompson Coburn LLP
Attorney for Defendants

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

Dated: _____, 2024

MARIA G. GONZALEZ ROMERO

Dated: _____, 2024

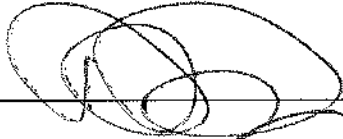
Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: _____, 2024

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

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

Dated: 5/2, 2024



For Defendant
CABE BROTHERS RENTALS, LLC

Dated: May 2, 2024



Arthur Silbergeld, Esq.
Thompson Coburn LLP
Attorney for Defendants

///

Dated: 5/2, 2024



For Defendant
CABE BROTHERS

Dated: May 2, 2024



Arthur Silbergeld, Esq.
Thompson Coburn LLP
Attorney for Defendants

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against CABA BROTHERS RENTALS, LLC and CABA BROTHERS. (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff MARIA G. GONZALEZ ROMERO (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not provided suitable seating, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendants deny these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who worked for Defendants and performed work in California at any time between December 15, 2020, to December 4, 2023. (“Aggrieved Employees”).

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until **[insert date]**.

This check is issued pursuant to the terms of the PAGA settlement in Los Angeles Superior Court Case No. 22STCV18688. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants.

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

If you have any questions about your award, please contact the administrator, Apex Class Action, at 1-800-355-0700, located on 18 Technology Drive, Suite 164, Irvine, CA 92618.

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

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

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MARIA G. GONZALEZ ROMERO, an
individual, on behalf of herself, and on behalf
of all other aggrieved employees,

PLAINTIFFS,

vs.

CABE BROTHERS RENTALS, LLC, a
California Limited Liability Company; CABE
BROTHERS, a California Corporation; and
Does 1 through 50, Inclusive,

Defendants.

Case No: 22STCV18688

**AMENDMENT NO. 1 TO PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: June 7, 2022
Trial Date: Not Set

1 Plaintiff MARIA G. GONZALEZ ROMERO (hereinafter “Plaintiff”), and Defendants
2 CABE BROTHERS RENTALS, LLC and CABE BROTHERS (together, “Defendants,” and
3 collectively with Plaintiff, the “Parties”), pursuant to Paragraph 3.2.1 of the PAGA Settlement
4 Agreement (“Original Agreement”) entered into on or around May 2, 2024, hereby agree to amend
5 the Original Agreement, as stated herein. The amendment stated herein is incorporated by this
6 reference:

7 **A. Paragraph 3.2.1 of the Original Agreement is hereby amended to state as follows:**

8 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the
9 Gross Settlement Amount, which is currently estimated to be Fifty-Six Thousand Six Hundred
10 and Sixty-Six Dollars and Sixty-Six Cents (\$56,666.66) and PAGA Counsel Litigation Expenses
11 Payment of not more than Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00).
12 Defendant will not oppose requests for Court approval of these payments provided that they do
13 not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for
14 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than
15 sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA
16 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the
17 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
18 Released Parties shall have no liability to PAGA Counsel or any other Plaintiff’s Counsel arising
19 from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation
20 Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA
21 Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
22 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA
23 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
24 from any dispute or controversy regarding any division or sharing of any of these Payments.

25
26 **IT IS SO AGREED.**

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Dated: November 13, 2024



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

Dated: November 13, 2024



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

Dated: November 13, 2024

/s/ Arthur Silbergeld

Arthur Silbergeld
Thompson Coburn LLP
Attorney for Defendants

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

December 15, 2021

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

CABE BROTHERS RENTALS, LLC

c/o John R. Cabe
2895 Long Beach Blvd.
Long Beach, CA 90813

***Via Certified Mail with Return Receipt
No. 7021 2720 0000 9972 5122***

CABE BROTHERS

c/o John R. Cabe
2895 Long Beach Blvd.
Long Beach, CA 90806

***Via Certified Mail with Return Receipt
No. 7021 2720 0000 9972 5139***

CABE BROTHERS RENTALS, LLC

c/o John R. Cabe
2895 Long Beach Blvd.
Long Beach, CA 90806

***Via Certified Mail with Return Receipt
No. 7021 2720 0000 9972 5139***

CABE BROTHERS

c/o John R. Cabe
2895 Long Beach Blvd.
Long Beach, CA 90813

***Via Certified Mail with Return Receipt
No. 7021 2720 0000 9972 5122***

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:

Our offices represent Plaintiff MARIA G. GONZALEZ ROMERO ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendants CABE BROTHERS RENTALS, LLC ("Defendant Cabe Brothers Rentals") and CABE BROTHERS ("Defendant Cabe Brothers") (collectively, "Defendants"). Plaintiff was employed by Defendants in California from December 2016 to June of 2021 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Plaintiff also worked at times for Defendants as a commission-based sales employee entitled to be separately compensated for her non-productive time, including rest periods. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 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, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt, exempt, commission-based and/or piece-rate based employees who worked for Defendant Cabe Brothers Rentals and/or Defendant Cabe Brothers in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

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

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

Very truly yours,
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.

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

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

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for Plaintiff MARIA G. GONZALEZ ROMERO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MARIA G. GONZALEZ ROMERO, an
individual, on behalf of herself and on behalf
of all persons similarly situated,

Plaintiff,

vs.

CABE BROTHERS RENTALS, LLC, a
California Limited Liability Company; CABE
BROTHERS, a California 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 MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 1 6. FAILURE TO PROVIDE ACCURATE
2 ITEMIZED STATEMENTS IN VIOLATION
3 OF CAL. LAB. CODE § 226;
4 7. FAILURE TO REIMBURSE EMPLOYEES
5 FOR REQUIRED EXPENSES IN
6 VIOLATION OF CAL. LAB. CODE § 2802;
7 and,
8 8. FAILURE TO PROVIDE WAGES WHEN
9 DUE IN VIOLATION OF CAL. LAB. CODE
10 §§ 201, 202 AND 203.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff Maria G. Gonzalez Romero (“PLAINTIFF”), an individual, on behalf of herself and all
13 other similarly situated current and former employees alleges on information and belief, except for her
14 own acts and knowledge which are based on personal knowledge, the following:

15 **THE PARTIES**

16 1. Defendant Cabe Brothers Rentals, LLC (“Defendant Cabe Brothers Rentals”) is a
17 California limited liability corporation that at all relevant times mentioned herein conducted and
18 continues to conduct substantial business in the state of California.

19 2. Defendant Cabe Brothers (“Defendant Cabe Brothers”) is a California corporation that at
20 all relevant times mentioned herein conducted and continues to conduct substantial business in the state
21 of California.

22 3. Defendants Cabe Brothers Rentals and Defendant Cabe Brothers were the joint employers
23 of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for
24 respectively, and are therefore jointly responsible as employers for the conduct alleged herein, and are
25 therefore collectively referred to herein as "DEFENDANT" and/or “DEFENDANTS.”

26 4. PLAINTIFF was employed by DEFENDANT in California from December of 2016 to
27 June of 2021 and worked at times for DEFENDANT as a non-exempt employee, paid on an hourly basis,
28 and entitled to the legally required meal and rest periods and payment of minimum and overtime wages
due for all time worked. PLAINTIFF also worked at times for DEFENDANT as a commission-based
sales employee entitled to be separately compensated for her non-productive time, including rest periods.

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

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

7. 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 alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, (hereinafter collectively “DEFENDANT” and/or “DEFENDANTS”) are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

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

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

THE CONDUCT

11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF is from time to time interrupted by work assignments while clocked out for what should be PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding

1 the actual time worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to
2 the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and
3 CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for
4 actual recorded time rather than “rounded” time. As a result, PLAINTIFF and other CALIFORNIA
5 CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by
6 working without their time being correctly recorded and without compensation at the applicable rates.
7 DEFENDANT’s policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members
8 for all time worked, is evidenced by DEFENDANT’s business records.

9 **A. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Sick**
10 **Pay**

11 12. State law provides that employees must be paid overtime at one-and-one-half times their
12 “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS were compensated at an hourly
13 rate plus a piece-rate, and/or non-discretionary incentive pay that was tied to specific elements of an
14 employee’s performance and/or commissions.

15 13. DEFENDANTS’ non-discretionary commission and bonus program provided the
16 CALIFORNIA CLASS, including PLAINTIFF, with commissions and/or bonus compensation when
17 the employees met the various performance goals set by DEFENDANT. However, when calculating the
18 regular rate of pay, in those pay periods where PLAINTIFF and the CALIFORNIA CLASS worked
19 overtime and earned non-discretionary bonus and/or commission wages, DEFENDANT failed to
20 accurately include the non-discretionary bonus compensation and/or commission wages as part of the
21 employees’ “regular rate of pay.”

22 14. Management and supervisors described the bonus and commissions programs and
23 commission compensation program to potential and new employees as part of the compensation package
24 for new and used car salespersons including PLAINTIFF and the CALIFORNIA CLASS. As a matter
25 of law, the incentive and commission compensation received by PLAINTIFFS and other CALIFORNIA
26 CLASS members must be included and correctly calculated into the “regular rate of pay” for purposes
27 of overtime compensation and sick pay. DEFENDANT’s failure to do so has resulted in

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

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

19 **B. Commission-Based and Piece-Rate Violations**

20 16. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and the
21 CALIFORNIA CLASS were paid in part on a commission and/or piece-rate basis. In those instances
22 where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a commission and/or piece-rate
23 basis, PLAINTIFF and the CALIFORNIA CLASS were entitled to be separately compensated for all
24 non-productive time at an hourly rate that is no less than the applicable minimum wage.
25 Notwithstanding, in those instances where PLAINTIFF and the CALIFORNIA CLASS were paid in
26 part on a commission and/or piece-rate basis, DEFENDANT failed to separately compensate
27 PLAINTIFF and the CALIFORNIA CLASS for all non-productive time, including but not limited to,

1 paid rest periods, at an hourly rate that is no less than the applicable minimum wage. As a result,
2 PLAINTIFF and the CALIFORNIA CLASS forfeited minimum wages and overtime wages by
3 DEFENDANT'S failure to separately compensate their non-productive time at an hourly rate that is no
4 less than the applicable minimum wage.

5 **C. Meal and Rest Period Violations**

6 17. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA
7 CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and
8 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
9 Members were required from time to time to perform work as ordered by DEFENDANT for more than
10 five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to
11 time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal
12 period for some workdays in which these employees were required by DEFENDANT to work ten (10)
13 hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other
15 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT's corporate policy and practice.

17 18. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA
18 CLASS Members were also required from time to time to work in excess of four (4) hours without being
19 provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
20 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a
21 first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
22 eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for
23 some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
24 CLASS Members were also not provided with one-hour wages in lieu thereof. Additionally, the
25 applicable California Wage Order requires employers to provide employees with off-duty rest periods,
26 which the California Supreme Court defined as time during which an employee is relieved from all
27 work-related duties and free from employer control. In so doing, the Court held that the requirement

1 under California law that employers authorize and permit all employees to take rest period means that
2 employers must relieve employees of all duties and relinquish control over how employees spend their
3 time which includes control over the locations where employees may take their rest period. Employers
4 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five
5 minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA CLASS
6 Members from unconstrained walks and is unlawful based on DEFENDANT's rule which states
7 PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work premises during their
8 rest period.

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

10 19. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately record
11 and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
13 required to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, meaning
14 the time during which an employee was subject to the control of an employer, including all the time the
15 employee was permitted or suffered to permit this work. DEFENDANT required these employees to
16 work off the clock without paying them for all the time they were under DEFENDANT's control,
17 including but not limited to, receiving and answering work-related communications. As such,
18 DEFENDANT knew or should have known that PLAINTIFF and the other members of the
19 CALIFORNIA CLASS were undercompensated for all time worked. As a result, PLAINTIFF and other
20 CALIFORNIA CLASS Members forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage rates. To the
22 extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANT
23 fails to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
24 1197, and 1197.1.

25 **E. Wage Statement Violations**

26 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other
27 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to

1 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that
2 every employer shall furnish each of his or her employees with an accurate itemized wage statement in
3 writing showing, among other things, gross wages earned and all applicable hourly rates in effect during
4 the pay period and the corresponding amount of time worked at each hourly rate. DEFENDANT violated
5 Cal. Labor Code 226(a)(8) by failing to list the correct legal entity that employed Plaintiff and other
6 California Labor Sub-Class Members. Further, from time to time, DEFENDANTS included Holiday
7 hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
8 notwithstanding the fact that Holiday hours are not considered hours worked. DEFENDANTS' inclusion
9 of Holiday hours into the total hours worked in itemized wage statements issued to PLAINTIFF and
10 other CALIFORNIA CLASS Members violates Cal. Lab. Code § 226(a)(2). Aside, from the violations
11 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
12 that lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from
13 time to time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
14 statements which violated Cal. Lab. Code § 226.

15 **F. Untimely Payment of Wages Violations**

16 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
17 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
18 not more than seven calendar days following the close of the payroll period. Cal. Lab. Code § 210
19 provides:

20 [I]n addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections. . .
22 .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred
23 dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any
24 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
25 employee, plus 25 percent of the amount unlawfully withheld.

26 22. DEFENDANT from time to time failed to pay PLAINTIFF and members of the
27 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll period

1 in accordance with Cal. Lab. Code § 204(d), including but not limited to the “Retro Pay Flat” wage
2 payment.

3 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and other
4 members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties
5 pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes and based
6 thereon alleges that such failure to pay sick pay at regular rate was willful, such that PLAINTIFF and
7 members of the CALIFORNIA CLASS whose employment has separated are entitled to waiting time
8 penalties pursuant to Cal. Lab. Code Sections 201-203.

9 **G. Unlawful Deductions Violations**

10 24. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer to collect
11 or receive from an employee any part of wages theretofore paid by said employer to said employee.”
12 DEFENDANT failed to pay all compensation due to PLAINTIFF and other CALIFORNIA LABOR
13 SUB-CLASS Members, made unlawful deductions from compensation payable to PLAINTIFF and
14 CALIFORNIA LABOR SUB-CLASS Members, failed to disclose all aspects of the deductions from
15 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, and thereby
16 failed to pay these employees all wages due at each applicable pay period and upon termination.
17 PLAINTIFF and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
18 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

19 **H. Unreimbursed Business Expense Violations**

20 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
21 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses incurred by
22 the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging their
23 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required
24 to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab.
25 Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
26 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
27

1 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
2 employee, at the time of obeying the directions, believed them to be unlawful."

3 26. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
4 Members as a business expense, were required by DEFENDANT to use their own personal cellular
5 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not
6 reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal
7 cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and other CALIFORNIA
8 CLASS Members were required by DEFENDANT to use their personal cellular phones. As a result, in
9 the course of their employment with DEFENDANT, PLAINTIFF and other members of the
10 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not limited
11 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of
12 DEFENDANT.

13 27. Specifically, as to PLAINTIFF, DEFENDANT failed to provide all the legally required
14 off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order and Labor Code
15 and failed to pay PLAINTIFF all minimum and overtime wages due to PLAINTIFF. DEFENDANT did
16 not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFF and
17 also failed to compensate PLAINTIFF for PLAINTIFF's missed meal and rest breaks. The nature of the
18 work performed by the PLAINTIFF did not prevent PLAINTIFF from being relieved of all of
19 PLAINTIFF's duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure
20 to provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business
21 records. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
22 \$75,000.

23 **JURISDICTION AND VENUE**

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

1 29. Venue is proper in this Court pursuant to California Code of Civil Procedure Sections 395
2 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i)
3 currently maintains and at all relevant times-maintained offices and facilities in this County and/or
4 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in
5 this County against members of the CALIFORNIA CLASS.

6 **THE CALIFORNIA CLASS**

7 30. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
8 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action,
9 pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who
10 are or previously were employed by Defendant Cabe Brothers Rentals and/or Defendant Cabe Brothers
11 in California and classified as non-exempt, exempt, commission-based and/or piece-rate based
12 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior
13 to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
14 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
15 Members is under five million dollars (\$5,000,000.00).

16 31. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS
17 against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

18 32. DEFENDANT, as a matter of company policy, practice and procedure, and in violation
19 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and
20 the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice
21 whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFF and other
22 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required
23 employees to perform this work and permits or suffers to permit this work.

24 33. DEFENDANT has the legal burden to establish that each and every CALIFORNIA
25 CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws.
26 The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the
27 CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each

1 and every CALIFORNIA CLASS Member is paid as required by law. This common business practice
2 is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis
3 as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the
4 “UCL”) as causation, damages, and reliance are not elements of this claim.

5 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS
6 Members is impracticable.

7 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law by:

- 8 a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code
9 §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or deceptively having
10 in place company policies, practices and procedures that failed to record and pay
11 PLAINTIFF and the other members of the CALIFORNIA CLASS for all time
12 worked, including minimum wages owed and overtime wages owed for work
13 performed by these employees; and,
14 b) Committing an act of unfair competition in violation of the UCL, by failing to
15 provide the PLAINTIFF and the other members of the CALIFORNIA CLASS
16 with the legally required meal and rest periods.

17 36. This Class Action meets the statutory prerequisites for the maintenance of a Class
18 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 19 a) The persons who comprise the CALIFORNIA CLASS are so numerous that the
20 joinder of all such persons is impracticable and the disposition of their claims as
21 a class will benefit the parties and the Court;
22 b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
23 raised in this Complaint are common to the CALIFORNIA CLASS will apply to
24 every member of the CALIFORNIA CLASS;
25 c) The claims of the representative PLAINTIFF are typical of the claims of each
26 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members
27 of the CALIFORNIA CLASS, was classified as a nonexempt employee paid on

1 an hourly basis who was subjected to the DEFENDANT's deceptive practice and
2 policy which failed to provide the legally required meal and rest periods to the
3 CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFF and
4 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a result of
5 DEFENDANT's employment practices. PLAINTIFF and the members of the
6 CALIFORNIA CLASS were and are similarly or identically harmed by the same
7 unlawful, deceptive and unfair misconduct engaged in by DEFENDANT; and,

- 8 d) The representative PLAINTIFF will fairly and adequately represent and protect
9 the interest of the CALIFORNIA CLASS, and has retained counsel who are
10 competent and experienced in Class Action litigation. There are no material
11 conflicts between the claims of the representative PLAINTIFF and the members
12 of the CALIFORNIA CLASS that would make class certification inappropriate.
13 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all
14 CALIFORNIA CLASS Members.

15 37. In addition to meeting the statutory prerequisites to a Class Action, this action is properly
16 maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 17 a) Without class certification and determination of declaratory, injunctive, statutory
18 and other legal questions within the class format, prosecution of separate actions
19 by individual members of the CALIFORNIA CLASS will create the risk of:
- 20 1) Inconsistent or varying adjudications with respect to individual members of
21 the CALIFORNIA CLASS which would establish incompatible standards
22 of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
23 2) Adjudication with respect to individual members of the CALIFORNIA
24 CLASS which would as a practical matter be dispositive of interests of the
25 other members not party to the adjudication or substantially impair or
26 impede their ability to protect their interests.

b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

1 avoid asserting their rights individually out of fear of retaliation or adverse impact on their
2 employment;

3 c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all
4 members of the CALIFORNIA CLASS before the Court;

5 d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective
6 and economic legal redress unless the action is maintained as a Class Action;

7 e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts
8 of unfair competition, statutory violations and other improprieties, and in obtaining adequate
9 compensation for the damages and injuries which DEFENDANT's actions have inflicted upon
10 the CALIFORNIA CLASS;

11 f) There is a community of interest in ensuring that the combined assets of DEFENDANT are
12 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
13 sustained;

14 g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA
15 CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA
16 CLASS as a whole;

17 h) The members of the CALIFORNIA CLASS are readily ascertainable from the business records
18 of DEFENDANT; and,

19 i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid
20 conclusion to all litigation of all wage and hour related claims arising out of the conduct of
21 DEFENDANT as to the members of the CALIFORNIA CLASS.

22 39. DEFENDANT maintains records from which the Court can ascertain and identify by job
23 title each of DEFENDANT's employees who have been intentionally subjected to DEFENDANT's
24 company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the
25 Complaint to include any additional job titles of similarly situated employees when they have been
26 identified.

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THE CALIFORNIA LABOR SUB-CLASS

40. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by Defendant Cabe Brothers Rentals and/or Defendant Cabe Brothers in California and classified as non-exempt, exempt, commission-based and/or piece-rate based employees (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3) years prior to the filing of the complaint and ending on the date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate compensation for the time worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

42. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT’s employees who have been intentionally subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable.

44. Common questions of law and fact exist as to members of the CALIFORNIA LABOR SUB-CLASS, including, but not limited, to the following:

- a) Whether DEFENDANT unlawfully failed to correctly calculate and pay compensation due to members of the CALIFORNIA LABOR SUBCLASS for missed meal and rest breaks in violation of the California Labor Code and California regulations and the applicable California Wage Order;
- b) Whether DEFENDANT failed to provide the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;
- c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,
- e) Whether DEFENDANT's conduct was willful.

45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUBCLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUBCLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;

- 1 e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is
2 discharged or quits from employment, the employer must pay the employee all wages due
3 without abatement, by failing to tender full payment and/or restitution of wages owed or in the
4 manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS
5 who have terminated their employment; and,
- 6 f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA
7 LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job
8 duties.

9 46. This Class Action meets the statutory prerequisites for the maintenance of a Class Action
10 as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 11 a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the
12 joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the
13 disposition of their claims as a class will benefit the parties and the Court;
- 14 b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this
15 Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every
16 member of the CALIFORNIA LABOR SUB-CLASS;
- 17 c) The claims of the representative PLAINTIFF are typical of the claims of each member of the
18 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the
19 CALIFORNIA LABOR SUB-CLASS, was a non-exempt and/or commission-based employee
20 who was subjected to the DEFENDANT's practice and policy which failed to pay the correct
21 amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained
22 economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the
23 members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically
24 harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT;
25 and;
- 26 d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of
27 the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and
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1 experienced in Class Action litigation. There are no material conflicts between the claims of the
2 representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that
3 would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-
4 CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

5 47. In addition to meeting the statutory prerequisites to a Class Action, this action is properly
6 maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

7 a) Without class certification and determination of declaratory, injunctive, statutory and other legal
8 questions within the class format, prosecution of separate actions by individual members of the
9 CALIFORNIA LABOR SUB-CLASS will create the risk of:

10 1) Inconsistent or varying adjudications with respect to individual members of the
11 CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of
12 conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

13 2) Adjudication with respect to individual members of the CALIFORNIA LABOR
14 SUB-CLASS which would as a practical matter be dispositive of interests of the other
15 members not party to the adjudication or substantially impair or impede their ability to
16 protect their interests.

17 b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on
18 grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate
19 class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that
20 DEFENDANT fails to pay all wages due. Including the correct wages for all time worked by
21 the members of the CALIFORNIA LABOR SUBCLASS as required by law;

22 c) Common questions of law and fact predominate as to the members of the CALIFORNIA
23 LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed
24 above, and predominate over any question affecting only individual CALIFORNIA LABOR
25 SUB-CLASS Members, and a Class Action is superior to other available methods for the fair
26 and efficient adjudication of the controversy, including consideration of:
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- 1) The interests of the members of the CALIFORNIA LABOR SUBCLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

48. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- 1 a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS
2 predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS
3 Members;
- 4 b) A Class Action is superior to any other available method for the fair and efficient adjudication
5 of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the
6 context of employment litigation a substantial number of individual CALIFORNIA LABOR
7 SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or
8 adverse impact on their employment;
- 9 c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical
10 to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;
- 11 d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to
12 obtain effective and economic legal redress unless the action is maintained as a Class Action;
- 13 e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts
14 of unfair competition, statutory violations and other improprieties, and in obtaining adequate
15 compensation for the damages and injuries which DEFENDANT's actions have inflicted upon
16 the CALIFORNIA LABOR SUB-CLASS;
- 17 f) There is a community of interest in ensuring that the combined assets of DEFENDANT are
18 sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS
19 for the injuries sustained;
- 20 g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA
21 LABOR SUB-CLASS, thereby making final classwide relief appropriate with respect to the
22 CALIFORNIA LABOR SUBCLASS as a whole;
- 23 h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the
24 business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all
25 CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time
26 during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
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- 1 i) Class treatment provides manageable judicial treatment calculated to bring an efficient and
2 rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct
3 of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS.

4 **FIRST CAUSE OF ACTION**

5 **For Unlawful Business Practices**

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

7 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

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

10 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code §
11 17021.

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

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

20 Cal. Bus. & Prof. Code § 17203.

21 52. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a
22 business practice which violates California law, including but not limited to, the applicable Industrial
23 Wage Order(s), the California Code of Regulations and the California Labor Code including Sections
24 201, 202, 203, 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor
25 Standards Act and federal regulations promulgated thereunder, for which this Court should issue
26 declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary
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1 to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages
2 wrongfully withheld.

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

8 54. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent
9 in that DEFENDANT's policy and practice failed to provide the legally mandated meal and rest periods,
10 the required amount of compensation for missed meal and rest periods and overtime and minimum
11 wages owed, failed to timely pay wages, and failed to reimburse all necessary business expenses
12 incurred, and failed to provide Fair Labor Standards Act overtime wages due for overtime worked as a
13 result of failing to include non-discretionary incentive compensation into their regular rates of pay for
14 purposes of computing the proper overtime pay due to a business practice that cannot be justified,
15 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation
16 of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
17 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

21 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair and
22 deceptive in that DEFENDANT's policies, practices and procedures failed to provide all legally required
23 meal breaks to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
24 Lab. Code §§ 226.7 and 512.

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

3 58. PLAINTIFF further demands on behalf of herself and each member of the CALIFORNIA
4 LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off duty paid rest period was
5 not timely provided as required by law.

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

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

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

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

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

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

6 **SECOND 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 LABOR SUB-CLASS and Against All**
10 **Defendants)**

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

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

18 66. 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 67. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
21 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
22 minimum so fixed is unlawful.

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

25 69. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other members
26 of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work.
27 As set forth herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely

1 payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
2 CLASS.

3 70. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
4 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy
5 and practice that denies accurate compensation to PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

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

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

15 73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT required,
16 permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members to work without
17 paying them for all the time they were under DEFENDANT's control. During the CALIFORNIA
18 LABOR SUB-CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA LABOR
19 SUB-CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
20 earned wages.

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

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

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

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

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

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1 and practice that failed to accurately record overtime worked by PLAINTIFF and other CALIFORNIA
2 LABOR SUB-CLASS Members and denied accurate compensation to PLAINTIFF and the other
3 members of the CALIFORNIA LABOR SUBCLASS for overtime worked, including, the overtime
4 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
5 forty (40) hours in any workweek.

6 85. In committing these violations of the California Labor Code, DEFENDANT inaccurately
7 recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFF and other
8 CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in an illegal attempt to avoid the
9 payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial
10 Welfare Commission requirements and other applicable laws and regulations.

11 86. As a direct result of DEFENDANT's unlawful wage practices as alleged herein, the
12 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive full
13 compensation for overtime worked.

14 87. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
15 overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF and the
16 other members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFF and the other
17 members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid collective bargaining
18 agreement that would preclude the causes of action contained herein this Complaint. Rather,
19 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA LABOR SUB-CLASS based
20 on DEFENDANT's violations of nonnegotiable, non-waiveable rights provided by the State of
21 California.

22 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
23 members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime worked that
24 they are entitled to, constituting a failure to pay all earned wages.

25 89. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of the
26 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in excess of
27 the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though

1 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were required to work,
2 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
3 evidenced by DEFENDANT's business records and witnessed by employees.

4 90. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation
5 to PLAINTIFF and the other members of the CALIFORNIA LABOR SUBCLASS for the true amount
6 of time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
7 have suffered and will continue to suffer an economic injury in amounts which are presently unknown
8 to them and which will be ascertained according to proof at trial.

9 91. DEFENDANT knew or should have known that PLAINTIFF and the other members of
10 the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime worked.
11 DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to not pay
12 employees for their labor as a matter of company policy, practice and procedure, and DEFENDANT
13 perpetrated this scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA
14 LABOR SUB-CLASS for overtime worked.

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

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

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

6 **FOURTH CAUSE OF ACTION**

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

8 **[Cal. Lab. Code §§ 226.7 & 512]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

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

14 95. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to
15 provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA
16 LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature
17 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not
18 prevent these employees from being relieved of all of their duties for the legally required off-duty meal
19 periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR
20 SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their
21 meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
22 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work
23 is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
24 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some
25 workdays in which these employees were required by DEFENDANT to work ten (10) hours of work
26 from time to time. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-
27

1 CLASS therefore forfeited meal breaks without additional compensation and in accordance with
2 DEFENDANT's strict corporate policy and practice.

3 96. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable IWC
4 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUBCLASS Members
5 who were not provided a meal period, in accordance with the applicable Wage Order, one additional
6 hour of compensation at each employee's regular rate of pay for each workday that a meal period was
7 not provided.

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

11 **FIFTH CAUSE OF ACTION**

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

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

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
15 **Defendants)**

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

19 99. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time
20 to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
21 Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes
22 for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten
23 (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third
24 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
25 time. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided
26 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
27

CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

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

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

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

(1) gross wages earned,

(2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

(3) the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

- 1 (4) all deductions, provided that all deductions made on written orders of the employee
2 may be aggregated and shown as one item,
3 (5) net wages earned,
4 (6) the inclusive dates of the period for which the employee is paid,
5 (7) the name of the employee and his or her social security number, except that by January
6 1, 2008, only the last four digits of his or her social security number or an employee
7 identification number other than a social security number may be shown on the
8 itemized statement,
9 (8) the name and address of the legal entity that is the employer, and
10 (9) all applicable hourly rates in effect during the pay period and the corresponding number
11 of hours worked at each hourly rate by the employee.

12 104. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other
13 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements
14 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
15 provides that every employer shall furnish each of his or her employees with an accurate itemized wage
16 statement in writing showing, among other things, gross wages earned and all applicable hourly rates in
17 effect during the pay period and the corresponding amount of time worked at each hourly rate. Aside,
18 from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
19 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
20 DEFENDANT violated Cal. Labor Code 226(a)(8) by failing to list the correct legal entity that employed
21 Plaintiff and other CALIFORNIA LABOR SUB-CLASS Members. Further, from time to time,
22 DEFENDANTS included Holiday hours into the computation of total hours worked for purposes of Cal.
23 Lab. Code § 226(a)(2), notwithstanding the fact that Holiday hours are not considered hours worked.
24 DEFENDANTS' inclusion of Holiday hours into the total hours worked in itemized wage statements
25 issued to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members violates Cal. Lab.
26 Code § 226(a)(2). As a result, DEFENDANT from time to time provided PLAINTIFF and the other
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1 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab.
2 Code § 226.

3 105. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226,
4 causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for
6 all missed meal and rest breaks and the amount of employment taxes which were not properly paid to
7 state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and
8 the other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages
9 of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
10 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an
11 amount according to proof at the time of trial (but in no event more than four thousand dollars
12 (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS
13 herein).

14 **SEVENTH CAUSE OF ACTION**

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

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 106. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

21 107. Cal. Lab. Code § 2802 provides, in relevant part, that: An employer shall indemnify his
22 or her employee for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
24 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
25 unlawful.

26 108. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to
27 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUBCLASS members for

1 required expenses incurred in the discharge of their job duties for DEFENDANT's benefit.
2 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members
3 for expenses which included, but were not limited to, costs related to using their personal cellular phones
4 on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA
5 LABOR SUB-CLASS Members were required by DEFENDANT to use their personal cellular phones
6 in order to perform work related job tasks. DEFENDANT's policy and practice was to not reimburse
7 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using
8 their personal cellular phones for DEFENDANT within the course and scope of their employment for
9 DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is
10 estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses
11 were necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
12 members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
13 LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and
14 regulations of California.

15 109. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by
16 herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for
17 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate
18 and costs under Cal. Lab. Code § 2802.

19 **EIGHTH CAUSE OF ACTION**

20 **For Failure to Pay Wages When Due**

21 **[Cal. Lab. Code §§ 201, 202, 203]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
23 **and Against All Defendants)**

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

26 111. Cal. Lab. Code § 200 provides, in relevant part, that:

27 As used in this article:

1 (a) "Wages" includes all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time, task,
3 piece, Commission basis, or other method of calculation.

4 (b) "Labor" includes labor, work, or service whether rendered or performed under
5 contract, subcontract, partnership, station plan, or other agreement if the labor to be
6 paid for is performed personally by the person demanding payment.

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

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

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

19 114. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS
20 Members' employment contract.

21 115. Cal. Lab. Code § 203 provides, in relevant part, that:

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

27 116. The employment of PLAINTIFF and many CALIFORNIA LABOR SUBCLASS
28 Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by
law.

117. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the members of
the CALIFORNIA LABOR SUB-CLASS whose employment has terminated and who have not been
fully paid their wages due to them, PLAINTIFF demands thirty days of pay as penalty for not paying all
wages due at time of termination for all employees who terminated employment during the
CALIFORNIA LABOR SUB-CLASS PERIOD and demands an accounting and payment of all wages
due, plus interest and statutory costs as allowed by law.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as
3 follows:

4 1. On behalf of the CALIFORNIA CLASS:

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

15 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 16 A. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes
17 of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant
18 to Cal. Code of Civ. Proc. § 382;
- 19 B. Compensatory damages, according to proof at trial, including compensatory damages for
20 minimum and overtime compensation due PLAINTIFF and the other members of the
21 CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR
22 SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- 23 C. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
24 violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
25 LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an
26 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of
27 Cal. Lab. Code § 226;

- 1 D. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
2 applicable IWC Wage Order;
- 3 E. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;
- 4 F. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR
5 SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,
- 6 G. The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a
7 penalty from the due date thereof at the same rate until paid or until an action therefore is
8 commenced, in accordance with Cal. Lab. Code § 203.

9 3. On all claims:

- 10 A. An award of interest, including prejudgment interest at the legal rate;
- 11 B. Such other and further relief as the Court deems just and equitable; and,
- 12 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
13 including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

14
15 Dated: December 15, 2021

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

16
17 By: 
Jean-Claude Lapuyade
18 Attorneys for PLAINTIFF

19
20 **DEMAND FOR A JURY TRIAL**

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

22
23 Dated: December 15, 2021

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

24
25 By: 
Jean-Claude Lapuyade
26 Attorneys for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Activity: All Dates

Romero v. Cabe Brothers Rental (002-276)	Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
	05/03/2022	No	Jean Claude Lapuyade	Discovery - Emails to from OC Re Mediation Data	700.00	0.5	350.00	350.00
	05/05/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.5	350.00	700.00
	05/09/2022	No	Jean Claude Lapuyade	Discovery - Reviewed Mediation Data produced by Defendant	700.00	4.5	3,150.00	3,850.00
	05/09/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Complaint	700.00	3.5	2,450.00	6,300.00
	05/22/2022	No	Jean Claude Lapuyade	Discovery - Analyzed Expert Report	700.00	1.5	1,050.00	7,350.00
	07/07/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Data Demand	700.00	0.5	350.00	7,700.00
	07/14/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.2	140.00	7,840.00
	07/18/2022	No	Jean Claude Lapuyade	Reviewed and Analyzed Defendant's Answer	700.00	1.4	980.00	8,820.00
	07/20/2022	No	Jean Claude Lapuyade	Case Management - Reviewed Amended Answers	700.00	1.2	840.00	9,660.00
	07/25/2022	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	3.5	2,450.00	12,110.00
	08/05/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Oppo to Ex Parte	700.00	1.8	1,260.00	13,370.00
	08/17/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Ex Parte Papers	700.00	1.4	980.00	14,350.00
	09/19/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Stip to Stay	700.00	0.3	210.00	14,560.00
	01/08/2023	No	Sydney Castillo-Johnson	Case management - review case needs and strategy with staff	450.00	0.4	180.00	14,740.00
	03/09/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Opposition to MTC	700.00	2.1	1,470.00	16,210.00
	03/27/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Report from MTC Hearing by JH	700.00	0.3	210.00	16,420.00
	03/31/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Defense Re-filed Motion to Compel Arb.	700.00	1.4	980.00	17,400.00
	07/24/2023	No	Jean Claude Lapuyade	Law and Motion - DR&E Opposition to Motion to Compel	700.00	1.8	1,260.00	18,660.00
	07/28/2023	No	Jean Claude Lapuyade	Case Management - R&R Defense CMS	700.00	0.5	350.00	19,010.00
	08/07/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Impact of Adolph	700.00	0.7	490.00	19,500.00
	08/15/2023	No	Jean Claude Lapuyade	Case Management - R&R Associate Report from CMC	700.00	0.3	210.00	19,710.00
	08/16/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC RE Status	700.00	0.5	350.00	20,060.00
	09/12/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Pay Period Count	700.00	0.8	560.00	20,620.00
	09/19/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	700.00	0.8	560.00	21,180.00
	11/22/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	21,460.00
	12/29/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited MOU	700.00	1	700.00	22,160.00
	01/03/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	22,370.00
	01/17/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.2	140.00	22,510.00
	03/11/2024	No	Jean Claude Lapuyade	Settlement - Revised and Edited SAR	700.00	1.4	980.00	23,490.00
	03/15/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	23,700.00
	07/11/2024	No	Jean Claude Lapuyade	Case Management - R&R Joint CMS and Emails to/from OC Re Same	700.00	0.3	210.00	23,910.00
	10/31/2024	No	Jennifer Heming	Email corres. with settlement admin re declaration	250.00	0.2	50.00	23,960.00
	11/11/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Approval Motion P&As and Proposed Order and Drafted JCL Dec. ISO Approval	700.00	5.8	4,060.00	28,020.00
Total for Romero v. Cabe Brothers Rental (002-276)						40.3	\$ 28,020.00	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Romero v. Cabe Brothers Rental (002-276)						
12/16/2021	Expense		LWDA		75.00	75.00
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	10.10	85.10
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	24.53	109.63
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	0.10	109.73
01/31/2022	Journal Entry	Jan 2022 Postage		Postage for Jan 2022	7.33	117.06
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	0.10	117.16
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.10	117.26
04/09/2022	Check	2783	JAMS	Invoice #1240025080- Mediation	237.50	354.76
04/09/2022	Check	2784	JAMS	Invoice #1240025080- Mediation	1,315.63	1,670.39
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	0.40	1,670.79
05/26/2022	Check	2837	Berger Consulting Group	Inv. 6181	300.00	1,970.79
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	0.45	1,971.24
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	0.53	1,971.77
06/07/2022	Expense		One Legal LLC	One Legal Order Number: 18315406 - Filing Fee Re: Summons	12.87	1,984.64
06/09/2022	Expense		One Legal LLC	One Legal Order Number: 18342056 - Filing Fee Re: Summons, Complaint, Civil Case Cover Sheet	465.03	2,449.67
06/09/2022	Expense		One Legal LLC	One Legal Order Number: 18347132 - Filing Fee Re: Civil Case Cover Sheet	17.19	2,466.86
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	1.55	2,468.41
07/12/2022	Expense		One Legal LLC	One Legal Order Number: 18535522 - Filing Fee Re: Proof of Service by Substituted Service	17.19	2,485.60

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
07/13/2022	Expense		One Legal LLC	One Legal Order Number: 18544590 - Filing Fee Re: Proof of Service by Substituted Service	17.19	2,502.79
07/21/2022	Check	2894	JAMS	Invoice - 6229238 - Mediation	546.87	3,049.66
07/31/2022	Journal Entry	July 2022 Postage		Postage for July 2022	0.57	3,050.23
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	3.70	3,053.93
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.20	3,054.13
09/21/2022	Expense		One Legal LLC	One Legal Order Number: 18957702 - Filing Fee Re: Case Managment Statement, Proof of Service	17.19	3,071.32
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.20	3,071.52
01/31/2023	Journal Entry	Jan 2023 Postage		Postage for January 2023	1.14	3,072.66
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	1.60	3,074.26
03/13/2023	Expense		SD Superior Court		11.40	3,085.66
03/15/2023	Expense		One Legal LLC	One Legal Order no. 20012884 - Filing Fee Re: Opposition, Declaration, Proof of Service	17.66	3,103.32
03/16/2023	Expense		One Legal LLC	One Legal Order no. 20012885 - Photocopy Fee Re: Opposition, Declaration	71.29	3,174.61
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	1.80	3,176.41
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	36.20	3,212.61
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	1.00	3,213.61
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.20	3,213.81
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	5.45	3,219.26
08/01/2023	Expense		One Legal LLC	One Legal Order Number: 20904006 - Filing Fee Re: Case Management Statement, Proof of Service	17.66	3,236.92
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.10	3,237.02
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	0.10	3,237.12
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	0.10	3,237.22

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.40	3,237.62
07/30/2024	Expense		LA Superior Court		5.00	3,242.62
Total for Romero v. Cabe Brothers Rental (002-276)					\$3,242.62	
TOTAL					\$3,242.62	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

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

Perssia Razma, Esq.

California Bar Number 351398
Associate Attorney

Biography:

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

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

Education:

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

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);