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Attorneys for Plaintiff RICARDO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

RICARDO RODRIGUEZ, an individual, in his
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiff,

v.

REAL TIME STAFFING SERVICES, LLC., a
California limited liability company;
EMPLOYBRIDGE, LLC, a California limited
liability company; and DOES 1 through 50,
Inclusive;

Defendants.

Case No.: 56-2021-00559039-CU-OE-VTA

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

Hearing Date: January 22, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Judge Matthew P. Guasco

Dept.: 20

Reservation ID:

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

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendants Real Time Staffing Services, LLC and Employbridge, LLC (“Defendants”).

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

10 4. A true and correct copy of Plaintiff’s August 6, 2021, Notice of Violations filed with the
11 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 December 20, 2023, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
18 December 20, 2023 is attached hereto as Exhibit #5.

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

21 **I. INTRODUCTION**

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

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1 **II. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

2 10. On August 6, 2021, Plaintiff on behalf of himself and on behalf of other Aggrieved
3 Employees served Defendants and the LWDA with a Notice of Violations (“PAGA Notice”) and draft
4 complaint memorializing claims against Defendants for alleged violations of the California Labor Code,
5 including causes of action for failure to provide compliant meal and rest periods; failure to accurately
6 compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages;
7 failure to reimburse for required business expenses; failure to maintain true and accurate records; failure
8 to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon
9 termination of employment. (LWDA Case No. LWDA-CM-840577-21).

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

14 12. On October 15, 2021, Plaintiff filed a representative action complaint against Defendants
15 in the Superior Court for Ventura. Case Number 56-2021-00559039-CU-OE-VTA. The complaint
16 alleged a single cause of action for violation of the Private Attorneys General Act at Cal. Lab. Code
17 §§2698, *et seq.*

18 13. On November 29, 2021, Plaintiff filed a First Amended Complaint to limiting the scope
19 of the Aggrieved Employee definition to those who performed work at a Procter & Gamble facility in
20 California.

21 14. On July 24, 2023, the Parties participated in an all-day mediation presided over by Steven
22 G. Mehta, Esq., an experienced mediator of wage and hour representative actions, which led to this
23 Settlement. In advance of the with the mediation, Defendants provided Plaintiff with sufficient
24 information to properly evaluate Defendants’ potential liability exposure. Among the data and
25 documents Defendants produced included, but was not limited to, the total number of Aggrieved
26 Employees, pay periods, employee handbooks, and over 221,000 unique cells of time and payroll data.

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

10 16. The Settlement is intended to fully and finally resolve the Released PAGA Claims
11 asserted by Plaintiff on behalf of himself, the Aggrieved Employees, and State of California. This is
12 only a Settlement of the PAGA claims for civil penalties and is not a class settlement and does not
13 release the individual claims, if any, of the Aggrieved Employees. This Settlement does not release any
14 claim that is not a PAGA claim.¹ Nor does this Settlement waive Defendants’ right to assert *res judicata*
15 or other available defense to any asserted claim or lawsuit.

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

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

22 18. The PAGA settlement is subject to Court approval consistent with Labor Code §
23 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
24 Amount payment in the amount of One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00)
25 to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA
26 Counsel Fees Payment in the amount of \$36,666.66 (which is one-third of the Gross Settlement
27 Amount), reimbursement of incurred litigation expenses in an amount not to exceed \$20,000.00
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¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

(“PAGA Counsel Litigation Expenses Payment”), and Administration Expenses Payment which will not exceed \$7,200.00. Agreement generally at § 3.2. After these deductions, the amount remaining is the “PAGA Penalties”, which is estimated to be \$46,133.34.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

19. The Gross Settlement Amount of \$110,000.00 is fair and reasonable and, therefore, should be approved.

20. Here, *without stacking* the PAGA penalties, Defendants’ *maximum* liability exposure is estimated at approximately \$424,900 in PAGA penalties (4,249) pay periods multiplied by \$100 per pay period²).

21. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff’s third-party damages consultant estimated Defendants’ maximum liability exposure at approximately \$1,008,776. Plaintiff’s consultant estimated Defendants’ exposure as follows:

Claim	Penalty Amount ³	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 1194, 1197, 1997.1, 1198 and 558	\$100	1,010	100% of PAGA Pay Periods	\$101,126
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	2,702	63.6% of PAGA Pay Periods	\$135,100
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	2,702	99.8% of PAGA Pay Periods	\$135,100
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	2,124	100% of PAGA Pay Periods	\$212,450
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	4,249	100% of PAGA Pay Periods	\$424,900

² California Labor Code section 2699(f)(2) provides the default penalty for PAGA violations of \$100 for initial violations and \$200 for subsequent violations.

³ 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.

1 22. One of Plaintiff's primary claims in the Action was that Defendant failed to pay for all
2 hours worked. Specifically, Plaintiff alleged that Defendant had an unlawful rounding policy, and that
3 it failed to pay Plaintiff and the Class Members all wages due for purposes of straight pay, overtime
4 pay, and double-time pay. Defendants vigorously denied liability for this claim. Defendants argued,
5 among other things, that all Aggrieved Employees were properly paid minimum and overtime
6 compensation for all hours worked.

7 23. Plaintiff's expert estimated that Defendants' exposure for this claim was approximately
8 \$270,200 in penalties. This number was calculated by multiplying the number of pay periods with a
9 violation by a violation rate of \$100 per pay period.

10 24. Plaintiff also alleges that Defendants failed to provide compliant meal periods. On
11 average, approximately 38.2% of first meal periods were without a recorded first meal period. Further,
12 Plaintiff's expert found that 99.7% of shifts between ten (10) and twelve (12) hours were without a
13 recorded second meal period. Additionally, Plaintiff's expert found that approximately 99.7% of all
14 shifts greater than twelve (12) hours were without a recorded second meal period. Consequently,
15 Plaintiff alleges that he and other Aggrieved Employees are owed meal period premiums for meal period
16 violations that occurred during the PAGA Period.

17 25. Conversely, Defendants argued that it had in place written meal period waivers applicable
18 to Aggrieved Employees. Further, Defendants argued that it provided Aggrieved Employees with the
19 opportunity to take compliant meal periods, including second meal periods during shifts longer than ten
20 (10) hours.

21 26. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
22 Specifically, Plaintiff argued that Defendant maintained a rest period policy that required employees to
23 remain on premises during their rest periods. Further, Defendants did not pay a single rest period
24 premium during the PAGA Period. Because rest periods are not recorded, Plaintiff's expert could not
25 identify a violation rate. Plaintiff therefore made the reasonable assumption that rest period violations
26 were committed at a rate similar to that of meal period violations.

27 27. Based on an estimated violation rate which resulted in 63.6% of PAGA Pay Periods
28 containing a violation, Plaintiff contended that his claim for rest period violations was potentially worth

1 approximately \$270,200. This was calculated by multiplying the number of total pay periods with a rest
2 period violation by a violation rate of \$50 dollars. The \$50 penalty rate was used for a number of
3 reasons in this instance. First, Defendants argued that increased civil penalties for subsequent violations
4 do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the
5 employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th
6 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the
7 employer has been notified that it is violating a Labor Code provision ... the employer cannot be
8 presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to
9 penalties.”].) Separately, Defendants also argued that courts have considerable discretion to reduce the
10 penalty awards under PAGA. See, e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504
11 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is
12 unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the
13 underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer
14 is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work,
15 including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides
16 for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

17 28. Defendants also argued that Plaintiff’s rest break claim would have mainly relied on the
18 testimony of Aggrieved Employees, making it a riskier claim. Establishing liability likely would have
19 entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily
20 waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
21 (“Because of the competing testimony before the Court, plaintiff’s evidence that defendant may have
22 an illegal, written rest break policy is insufficient for this Court to find that common issues
23 predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
24 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
25 uniform practices.”).

26 29. Plaintiff alleged that Defendants required Plaintiff and other Aggrieved Employees to use
27 their personal cellular phones to communicate with Defendants’ supervisors and other coworkers.
28 However, Defendants did not reimburse Plaintiff and other Aggrieved Employees for the costs incurred

1 in using their own personal cellular phone. California employers who require employees to incur
2 personal business expenses for work purposes must reimburse the employee for the cost incurred. (See
3 *Cal. Labor Code* § 2802(a), providing that “an employer shall indemnify his or her employee for all
4 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
5 or her duties, or of his or her obedience to the directions of the employer...”).

6 30. Plaintiff’s expert estimated that Defendants’ exposure for this claim was approximately
7 \$212,450 in penalties. This was calculated by multiplying the total number of pay periods by a violation
8 rate of \$100 per pay period.

9 31. Plaintiff alleged derivative wage statement violations based Defendants’ failure to
10 provide meal and rest periods. Plaintiff’s expert estimated that Defendants’ exposure for this claim was
11 approximately \$424,900 in penalties. This was calculated by multiplying the total number of pay
12 periods by a violation rate of \$100 per pay period. Plaintiff assumed that 100% of PAGA Pay Periods
13 contained a violation for inaccurate wage statements upon the derivative wage statement penalties as a
14 result of Defendants’ failure to provide meal and rest periods. PAGA Counsel considered the arguable
15 presence of various penalties and weighed the potential recoveries against probable defenses.
16 Specifically, Defendants could also argue that that meal and rest period violations do not entitle
17 employees like Plaintiff and the Aggrieved Employees to pursue the derivative itemized wage statement
18 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927). Plaintiff could not
19 give the penalty claims great weight given that they depended on proving the underlying claims, which
20 had their own risks.

21 32. In light of the above, the Gross Settlement Amount is approximately 10.9% of
22 Defendants’ potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
23 recovery of PAGA penalties through continued litigation.

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

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

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

18 36. Thus, Defendants contended that Plaintiff would be required to "prove Labor Code
19 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
20 penalties under PAGA." *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
21 2, 2009). When "determining whether the employer committed Labor Code violations with respect to
22 each employee" is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off.*
23 *Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

24 37. Third, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.
25 See [https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/)
26 [2024-ballot/](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/). If this initiative passes, it will effectively repeal PAGA by taking away the ability to pursue
27 civil penalties via a representative action. Plaintiff views this initiative as a significant additional risk
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1 due to the potential limitation on their ability to recover penalties against Defendants should litigation
2 continue.

3 38. Finally, the maximum penalty figure does not consider that Courts have complete
4 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
5 based on the facts and circumstances of the particular case, to do otherwise would result in an award
6 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
7 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
8 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
9 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
10 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
11 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
12 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
13 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
14 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
15 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
16 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
17 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
18 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
19 San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision, dated July
20 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown bench trial
21 that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount
22 obtained by PAGA Counsel is reasonable in light of Defendants’ arguments. Further, the adverse
23 decisions in *Viking River Cruises* and *Wesson* pose very significant, and even fatal, risk to Plaintiff’s
24 case.

25 39. Defendants’ substantial compliance could also operate to prevent the imposition of
26 PAGA penalties.

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40. Given Defendants' defenses to the claimed Labor Code violations at issue, and 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.

41. 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.

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

42. PAGA Counsel seeks approval of the PAGA Counsel Fees Payment in the amount of \$36,666.66 (one-third of the Gross Settlement Amount) and PAGA Counsel Litigation Expenses Payment not to exceed \$20,000⁴ for reimbursement of actually incurred litigation expenses. 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.

43. The requested Attorneys' Fee of \$36,666.66 and reimbursement of Attorneys' Expenses of up to \$20,000 is fair, reasonable, and justified by the result achieved.

44. PAGA Counsel negotiated a recovery of \$110,000, 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 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendants' defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendants present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendants asserted that its employment practices complied with all applicable labor laws. If successful, Defendants' factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that

* As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$13,831.69 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 these defenses could be overcome, Defendants maintain that these defenses have merit and therefore
2 present a serious risk to recovery. The Settlement was possible because, in PAGA Counsel's eyes,
3 PAGA Counsel was able to persuade Defendants that there was an appreciable risk that Plaintiff would
4 prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to
5 monetary relief.

6 45. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
7 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
8 aggrieved employees and consumers throughout California in wage and hour class actions and complex
9 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
10 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
11 (Associate Attorney), Perssia Razma (Associate Attorney) Tesla Stone (Paralegal), Laura Gonzalez
12 Mendez (Paralegal), Jennifer Heming (Legal Secretary), Sara Christensen (Legal Assistant), and
13 Madelyn Uchiyama (Legal Assistant).

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

20 47. I have represented consumers and employees in California class actions, and complex
21 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
22 plaintiffs' civil litigation attorney since April 2007.

23 48. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
24 Employees. I have extensive experience with wage and hour class and representative actions litigation
25 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
26 APC, Firm Resume, a true and correct copy of which is attached hereto as Exhibit #6 Some of the major
27 cases the Firm has undertaken are also set forth in Exhibit #6.

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

50. Moreover, my billing rate has been approved multiple times within the last twelve months by California Superior Court judges. (See generally *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel;

1 *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13,
2 2023) Hon. Leonard J. La Casse approved a \$550 billing rate and appointed Jean Claude Lapuyade,
3 Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. RM Parks Place, Inc.*, San Joaquin
4 Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a
5 \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
6 Counsel; *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13,
7 2023) Hon. Richard B. Ulmer approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq.
8 of the JCL Law Firm, APC, as Class Counsel *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case
9 No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$550 billing rate and appointed Jean
10 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel, in a \$1,450,000 wage and hour
11 class and PAGA action; *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No.
12 21STCV38452 (July 27, 2023) Hon Elihu M. Berle approved a \$550 billing rate and appointed Jean
13 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *O'Quinn v. Laugh Factory,*
14 *Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B.
15 Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
16 APC, as Class Counsel; *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case
17 No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$550 billing rate and appointed
18 Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The Scion Group,*
19 *LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon. Lauri A.
20 Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
21 APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No.
22 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and appointed Jean
23 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Mendez v. Bondz, Inc., et al.*, San
24 Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J.
25 Abdallah, Jr. approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law
26 Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No.
27 CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate and appointed
28 Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v. White Fir, LLC*,

1 *et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A.
2 Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
3 APC, as Class Counsel; *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa
4 Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$550 billing
5 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Anderson*
6 *v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October
7 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq.
8 of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal Products, Inc., et al.*, San Diego
9 Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C.
10 Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
11 APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No.
12 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing rate and appointed Jean
13 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a \$1,330,000 wage and hour
14 class and PAGA action.)

15 51. As of December 20, 2023, The JCL Law Firm, APC incurred a total lodestar of
16 \$39,326.67 for 76.7 hours worked by attorneys and staff successfully litigating this matter. I have
17 reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably
18 necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are
19 attached hereto as Exhibit #4.

20 52. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
21 billed \$27,539.50 for 61.0 hours successfully litigating this action. A true and accurate copy of the
22 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently
23 herewith.

24 53. Collectively, PAGA Counsel spent a total of 137.7 hours successfully litigating this
25 matter for a total combined loadstar of \$66,866.17. Thus, the Attorneys' Fee request is equal to Class
26 Counsel's loadstar with a modest 0.41 multiplier.

27
28 ///

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

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	76.7	\$39,326.67
ZLG	61.0	\$27,539.50
Total	137.7	\$66,866.17

55. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$13,831.69 prosecuting this action (JCL Law Firm, APC - \$7,968.69, Zakay Law Group, APLC - \$5,863.00).

56. 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 20th day of December 2023, at San Diego, California.

JCL LAW FIRM, APC

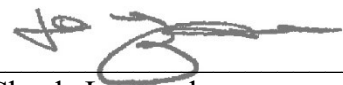
By: 
Jean-Claude Lapuyade

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ricardo Rodriguez (“Plaintiff”) and Defendants Real Time Staffing Services, LLC, and EmployBridge, LLC (“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 Defendants captioned *Ricardo Rodriguez v. Real Time Staffing Services, LLC, et al.*, Case Number 56-2021-00559039-CU-OE-VTA, initiated on October 15, 2021, and pending in Superior Court of the State of California, County of Ventura.
- 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 Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees of Real Time Staffing Services, LLC who were placed on assignment at the Oxnard facility operated by Kenco Logistics Services, LLC (“Kenco Oxnard Facility”) at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession, including the Aggrieved Employee’s full name, last-known mailing address, Social Security number, telephone number, and PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Ventura.
- 1.9. “Defendants” means Real Time Staffing Services, LLC and EmployBridge, LLC.

- 1.10. “Defense Counsel” means Epstein Becker & Green, P.C.
- 1.11. “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the judgment on an appeal, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the judgment following review pursuant to that grant; (ii) the date of final dismissal of any appeal from the judgment or the final dismissal of any proceeding to review the judgment, provided that the judgment is affirmed and/or not reversed in any part; (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the settlement approval order and judgment in a form substantially identical to the form of the settlement approval order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the settlement approval order and judgment has expired; or (iv) if no appeal is filed, the sixty-first (61st) calendar day after notice of entry of judgment is served on the LWDA in accordance with Labor Code section 2699(l)(3).
- 1.12. “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.
- 1.13. “Gross Settlement Amount” means One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Settlement Approval.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payment, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder shall be split with 25% being paid to the Aggrieved Employees based proportionally on their total pay periods during the PAGA Period and 75% being paid to the LWDA

- 1.19. “PAGA Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” (collectively “PAGA Counsel Fees and Expenses Payment”) shall mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. The PAGA Counsel Fees Payment will be allocated equally between PAGA Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from August 6, 2020 through September 22, 2023.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. “PAGA Notices” mean Plaintiff’s August 6, 2021 and August 15, 2023 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25. “PAGA Penalties” means Forty Six Thousand, One Hundred Thirty-Three Dollars and Thirty-Four Cents (\$46,133.34) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$11,533.34) and the 75% to LWDA (\$34,600.00) in settlement of PAGA claims.
- 1.26. “Plaintiff” means Ricardo Rodriguez, the named Plaintiff in the Action.
- 1.27. “Released PAGA Claims” means all claims arising under PAGA that were or could have reasonably been alleged based on the facts alleged in the Action through the end of the PAGA Period, including their right to bring representative PAGA claims on behalf of others. The release of claims for PAGA penalties shall bind only the named Plaintiff, the Aggrieved Employees, and the State of California.
- 1.28. “Released Parties” means Defendants and each of their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants, including but not limited to, Kenco Logistics Services, LLC and The Procter & Gamble Paper Products Company, and each of their insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with them.

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

2. RECITALS.

- 2.1. On August 6, 2021, Plaintiff filed a Notice of Violations with the LWDA and served the same on Defendants.
- 2.2. On or about October 15, 2021, Plaintiff Ricardo Rodriguez (“Plaintiff”) filed a representative action pursuant to the Private Attorneys General Act, Labor Code section 2698 et seq. (“PAGA”), alleging that Defendants violated various California Labor Code Sections, including 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, 1197.1, 1198, 1199, 2802, and 2804, based on various theories of liability, including, but not limited to, Defendants’ alleged failure to: pay wages, including overtime and minimum wages, provide meal periods, provide rest periods, timely pay all wages earned during employment and at the end of employment, provide accurate itemized wage statements, and reimburse for business expenses necessarily incurred.
- 2.3. On November 29, 2021, Plaintiff filed a First Amended Complaint to redefine the Aggrieved Employees.
- 2.4. On July 24, 2023, the Parties participated in mediation presided over by Steven Mehta, Esq., a mediator of wage and hour representative actions, which led to this Agreement to settle the Action.
- 2.5. On August 15, 2023, Plaintiff filed an amended Notice of Violations with the LWDA and served the same on Defendants.
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.8. Prior to mediation, 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*”).
- 2.9. On November 8, 2023, the Parties stipulated to the filing of the Second Amended Complaint for the purposes of adding additional theories of liability that: (1)

Defendants allegedly unlawfully rounded Aggrieved Employees' hours worked; (2) the Aggrieved Employees performed off-the-clock work before and after their shifts; and (3) the Aggrieved Employees were required to remain on premises during their rest periods.

- 2.10. 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, Defendants promises to pay One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Defendants.

- 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 which is currently estimated to be \$36,666.66 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants 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 Litigation Expenses Payment. 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: The Administration Expenses Payment not to exceed Seven Thousand, Two Hundred Dollars and Zero Cents (\$7,200.00) except for

a showing of good cause and as approved by the Court. Defendants will not oppose requests for these payments provided that do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$7,200.00, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$46,133.34 to be paid from the Gross Settlement Amount, with 75% (\$34,600.00) allocated to the LWDA PAGA Payment and 25% (\$11,533.34) allocated to the Individual PAGA Payment.

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 (\$11,533.34) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If for any reason the total value of payments to the Aggrieved Employees exceeds the Net Settlement Amount, then the payments to each Aggrieved Employee will be adjusted on a pro-rata basis so that the total payout to Aggrieved Employees does not exceed the Net Settlement Amount.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendants estimate that there are 161 Aggrieved Employees who worked a total of 3,114 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Not later than ten (10) calendar days after the Court grants Approval of the Settlement, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than seven (7) calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within five (5) calendar days after Defendants fund 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 Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payment shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the Funding, Plaintiff, the Aggrieved Employees and

PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Individual Claims. In addition to this Agreement and the claims he is releasing hereby, Plaintiff will enter into a separate individual settlement agreement, which shall provide for a separate individual payment, and which shall provide for an additional broad release of all claims known and unknown, including a waiver of California Civil Code Section 1542. That release, waiver, and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as additional claims described in the individual settlement agreement, which are separate and different from the claims alleged in the Action.

5.2 Release by Aggrieved Employees: As of the Funding Date, all Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims arising under PAGA that were or could have reasonably been alleged based on the facts alleged in the Action through the end of the PAGA Period, including their right to bring representative PAGA claims on behalf of others. The release of claims for PAGA penalties shall bind only the named Plaintiff, the Aggrieved Employees, and the State of California.

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

6. MOTION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file a motion for approval of this Settlement.

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

ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of 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 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 Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to 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.

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there were 161 Aggrieved Employees who collectively worked approximately 3,114 Pay Periods from August 6, 2020 through July 17, 2023. In regard hereto, Defendants will provide a declaration

under penalty of perjury confirming the number of Aggrieved Employees and Pay Periods worked by the Aggrieved prior to filing of the motion for PAGA Approval. Should the qualifying pay periods increase beyond 10% worked by the Aggrieved Employees during the PAGA Period, the PAGA Period shall end on the last day before the 10% threshold is exceeded.

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 material 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and

represent that they are authorized by Plaintiff and Defendants, 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, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA

Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
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 Defendants:

EPSTEIN BECKER & GREEN, P.C.

1925 Century Park East Suite 500

Los Angeles, CA 90067-2506

T: 310.556.8861

F: 310.553.2165

mkun@ebglaw.com

KSullivan@ebglaw.com

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

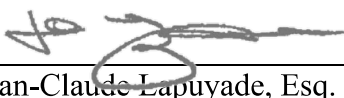
Dated: Rr, 2023


Ricardo Rodriguez (Nov 9, 2023 11:33 PST)
Plaintiff Ricardo Rodriguez

Dated: November 9, 2023


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

Dated: November 9, 2023


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

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

Dated: November 17, 2023



For Defendants
REAL TIME STAFFING SERVICES, LLC and
EMPLOYBRIDGE, LLC

Dated: November 17, 2023



Michael S. Kun
Kevin D. Sullivan
Epstein Becker & Green, P.C.
Attorneys for Defendants

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Real Time Staffing Services, LLC and Employbridge, LLC (“Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code section 2698 et seq. (“PAGA”). Plaintiff Ricardo Rodriguez (“Plaintiff”) alleges that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for purportedly necessary business expenses, and not timely paid all wages purportedly due during and at the end of employment.

Defendants deny these claims and deny that they owe any penalties. However, to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees of Real Time Staffing Services, LLC who were placed on assignment at the Oxnard facility operated by Kenco Logistics Services, LLC at any time between August 6, 2020, and September 22, 2023.

According to Defendants’ records, you are one of these employees 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 *Rodriguez v. Real Time Staffing Services, LLC, et al.* Ventura County Superior Court case no. 56-2021-00559039-CU-OE-VTA (the “Action”). The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants and each of their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants, including but not limited to, Kenco Logistics Services, LLC and The Procter & Gamble Paper Products Company, and each of their insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with them. This release includes all claims arising under PAGA that were or could have reasonably been alleged based on the facts alleged in the Action through the end of the PAGA Period, including claims for (i) alleged meal and rest period violations, (ii) wages due for allegedly not paying for all time purportedly worked, (iii) wages due for allegedly not calculating wages at the correct regular rate of pay, (iv) not providing accurate wage statements, (v) not reimbursing for purportedly necessary business expenses, and (v) not timely paying all wages purportedly due during and at the end of employment. This release also includes the right to bring representative PAGA claims on behalf of others. This release of claims binds not only you, but also any former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns you may have.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will

be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

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

EXHIBIT 2



3990 Old Town Avenue, Suite C204
San Diego, CA 92110
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

August 6, 2021

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

EMPLOYBRIDGE, LLC c/o Corporate Creations Network Inc. 4640 Admiralty Way, 5 th Floor Marina del Rey, CA 90292 <i>Via Certified Mail with Return Receipt</i> <i>No. 7021 0350 0000 8465 2663</i>	THE PROCTER & GAMBLE MANUFACTURING COMPANY c/o CT Corporation System 330 N. Brand Blvd Glendale, CA 91203 <i>Via Certified Mail with Return Receipt</i> <i>No.7021 0350 0000 8465 2670</i>
REAL TIME STAFFING SERVICES, LLC c/o Corporate Creations Network Inc. 4640 Admiralty Way, 5 th Floor Marina del Rey, CA 90292 <i>Via Certified Mail with Return Receipt</i> <i>No. 7021 0350 0000 8465 2687</i>	

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

Dear Sir/Madam:

This office represents RICARDO RODRIGUEZ (“Plaintiff”) and other aggrieved employees in a proposed class and representative action against EMPLOYBRIDGE, LLC (“Defendant “Employbridge”), REAL TIME STAFFING SERVICES, LLC. (“Defendant Real Time”), and THE PROCTER & GAMBLE MANUFACTURING CO. (“Defendant Procter & Gamble”) (collectively, “Defendants”). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendants in California from December 2019 to March 2021. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during their employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

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

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant Employbridge and/or Defendant Real Time and/or Defendant Procter & Gamble during the relevant claim period.

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendants. 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. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members.

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

Very truly yours,
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.

Enclosure (1)

JEAN-CLAUDE LAPUYADE (SBN 248676)
JLAPUYADE@JCL-LAWFIRM.COM
JCL LAW FIRM, APC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TEL: (619) 599-8292 FAX: (619) 599-8291

SHANI O. ZAKAY (SBN 277924)
ZAKAY LAW GROUP, APLC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TEL: (619) 255-9047 FAX: (619) 404-9203
ATTORNEYS FOR PLAINTIFF

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

RICARDO RODRIGUEZ, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

EMPLOYBRIDGE, LLC, a California limited
liability company, REAL TIME STAFFING
SERVICES, LLC., a California limited liability
company, THE PROCTER & GAMBLE
MANUFACTURING COMPANY, an Ohio
corporation; and DOES 1 through 50,
Inclusive;

DEFENDANTS.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203

DEMAND FOR JURY TRIAL

1 Plaintiff RICARDO RODRIGUEZ (“PLAINTIFF”) an individual, on behalf of himself and all
2 other similarly situated current and former employees alleges on information and belief, except for his
3 own acts and knowledge which are based on personal knowledge, the following:
4

5 **THE PARTIES**

6 1. Defendant EMPLOYBRIDGE, LLC, (“Defendant Employbridge”) is a California limited
7 liability company and at all relevant times mentioned herein conducted and continues to conduct
8 substantial and regular business throughout California.

9 2. Defendant REAL TIME STAFFING SERVICES, LLC, (“Defendant Real Time”) is a
10 California limited liability company and at all relevant times mentioned herein conducted and
11 continues to conduct substantial and regular business throughout California.

12 3. Defendant THE PROCTER & GAMBLE MANUFACTURING COMPANY,
13 (“Defendant Procter & Gamble”) is an Ohio Corporation and at all relevant times mentioned herein
14 conducted and continues to conduct substantial and regular business throughout California.

15 4. Defendant Employbridge, Defendant Real Time, and Defendant Procter & Gamble were
16 the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the
17 PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers for
18 the conduct alleged herein and collectively referred to herein as “DEFENDANTS” and/or
19 “DEFENDANT.” Defendant Employbridge and Defendant Real Time own and operate various
20 staffing agencies throughout the United States and staff many companies in California, including at
21 Defendant Procter & Gamble.

22 5. The true names and capacities, whether individual, corporate, subsidiary, partnership,
23 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
24 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
25 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
26 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
27 believes, and based upon that information and belief allege, that the Defendants named in this
28 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS”), are

1 responsible in some manner for one or more of the events and happenings that proximately caused the
2 injuries and damages hereinafter alleged.

3 6. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
4 behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent,
5 servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged
6 herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the
7 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
8 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
9 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

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

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

20 9. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee, paid on an
21 hourly basis and entitled to certain non-discretionary incentive awards, bonuses, overtime pay and
22 legally compliant meal and rest periods from December 2019 to March 2021.

23 10. PLAINTIFF brings this Class Action on behalf of himself and a California class, defined
24 as all individuals who are or previously were employed by Defendant Employbridge and/or Defendant
25 Real Time and/or Defendant Procter & Gamble in California and classified as non-exempt employees
26 (the "CALIFORNIA CLASS") at any time during the period beginning four years from the date of the
27 filing of this Complaint and ending on a date determined by the Court (the "CLASS PERIOD"). The
28

1 amount in controversy for the aggregate claim of CALIFORNIA CLASS members is under five million
2 dollars (\$5,000,000.00).

3 11. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the
4 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
5 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
6 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally complaint meal and rest
7 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of
8 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
9 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
10 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to
11 provide accurate itemized wage statements in violation of California Labor Code Sections 226 and
12 226.3.

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

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

20 **JURISDICTION AND VENUE**

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

25 15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
26 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
27 and DEFENDANTS (i) currently maintains and at all relevant times, maintained offices and facilities
28

1 in this County and/or conducts substantial business in this County, and (ii) committed the wrongful
2 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

3 **THE CONDUCT**

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

17 **A. Overtime Regular Rate Violation**

18 17. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continues to
19 fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for
20 their overtime hours worked. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
21 forfeited wages due them for working overtime without compensation at the correct overtime rates.
22 DEFENDANTS' uniform policy and practice to not pay the CALIFORNIA CLASS members the
23 correct overtime rate for all overtime worked in accordance with applicable law is evidenced by
24 DEFENDANTS' business records.

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

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

7 20. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods
8 where PLAINTIFF and other CALIFORNIA CLASS members worked overtime and earned this non-
9 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
10 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked rather
11 than just all non-overtime hours worked. Management and supervisors described the incentive/bonus
12 program to potential and new employees as part of the compensation package. As a matter of law, the
13 incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS members must be
14 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
15 of overtime compensation to PLAINTIFF and other CALIFORNIA CLASS members by
16 DEFENDANTS.

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

26 **B. Meal Period Violations**

27 22. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
28 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning

1 the time during which an employee is subject to the control of an employer, including all the time the
2 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
3 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
4 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
5 PLAINTIFF's demanding work requirements, DEFENDANTS required PLAINTIFF to work while
6 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from
7 time to time interrupted by work assignments while clocked out for what should have been
8 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
9 receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS members
10 forfeited minimum wage and overtime wages by regularly working without their time being accurately
11 recorded and without compensation at the applicable minimum wage and overtime rates.
12 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS
13 members for all time worked is evidenced by DEFENDANTS' business records.

14 23. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
15 schedules, being required to carry, remain responsive and to respond to work calls on company issued
16 cordless communication devices throughout their shifts and DEFENDANTS' inadequate staffing
17 practices, PLAINTIFF and other CALIFORNIA CLASS members were from time to time unable to
18 take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods.
19 PLAINTIFF and other CALIFORNIA CLASS members were required from time to time to perform
20 work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving
21 a meal break. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and
22 CALIFORNIA CLASS members with a second off-duty meal period for some workdays in which these
23 employees were required by DEFENDANTS to work ten (10) hours of work from time to time. The
24 nature of the work performed by the PLAINTIFF and the members of the CALIFORNIA CLASS does
25 not qualify for limited and narrowly construed "on-duty" meal period exception. PLAINTIFF and the
26 members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional
27 compensation and in accordance with DEFENDANT's strict corporate policy and practice.
28

DEFENDANT failed to maintain adequate staffing levels while increasing production levels for each employee at the busy work sites for which they provided services.

C. Rest Period Violations

24. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required to carry, remain responsive and to respond to work calls on company issued cordless communication devices throughout their shifts, and DEFENDANTS' inadequate staffing. Further, for the same reasons these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

D. Unreimbursed Business Expenses

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

1 26. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
2 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
3 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
4 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
5 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
6 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
7 personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their employment
8 with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred
9 unreimbursed business expenses which included, but were not limited to, costs related to the use of
10 their personal cellular phones, all on behalf of and for the benefit of DEFENDANTS.

11 **E. Wage Statement Violations**

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

20 28. From time to time during the CLASS PERIOD, DEFENDANTS furnished PLAINTIFF
21 and other CALIFORNIA CLASS members wage statements that did not include, (1) gross wages
22 earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate,
23 (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
24 paid, (7) the name of the employee and only the last four digits of the employee's social security number
25 or an employee identification number other than a social security number, (8) the name and address of
26 the legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay period
27 and the corresponding number of hours worked at each hourly rate by the employee. As a result,
28

DEFENDANTS, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

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

CLASS ACTION ALLEGATIONS

30. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant to California Code of Civil Procedure § 382 on behalf of all of defined as all individuals who are or previously were employed by Defendant Employbridge and/or Defendant Real Time and/or Defendant Procter & Gamble in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four years from the date of the filing of this Complaint and ending on a date determined by the Court ("CLASS PERIOD").

31. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failure to separately compensate rest periods, failure to separately compensate for all non-productive time, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

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

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

1 a. Whether DEFENDANTS maintained legally compliant meal period
2 policies and practices;

3 b. Whether DEFENDANTS maintained legally compliant rest period
4 policies and practices;

5 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
6 CALIFORNIA CLASS members accurate premium payments for missed
7 meal and rest periods;

8 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
9 CALIFORNIA CLASS members accurate overtime wages.

10 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
11 CALIFORNIA CLASS members at least minimum wage for all hours
12 worked.

13 f. Whether DEFENDANTS issued legally compliant wage statements;

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

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

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

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

28 35. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same

interests as the other members of the class.

36. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

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

38. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests of the other CALIFORNIA CLASS members.

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

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

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

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

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

42. Class treatment provides manageable judicial treatment calculated to bring an efficient

and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

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

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

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

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

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

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

Cal. Bus. & Prof. Code § 17203.

46. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), by engaging and continuing to engage in business practices which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,

1 1197, 1197.1, 1198 & 2802, for which this Court should issue declaratory and other equitable relief
2 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
3 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

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

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

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

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

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

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

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

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

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

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

28 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy

and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

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

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

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

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

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

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

64. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members

1 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
2 worked or were not accurately compensated for all overtime hours worked.

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

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

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

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

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

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

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

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

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

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

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

7 **THIRD CAUSE OF ACTION**

8 **For Failure to Pay Minimum Wages**

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

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

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

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

18 77. 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 78. 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 79. 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 80. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
26 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
27 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
28 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without

1 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
2 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
3 of the CALIFORNIA CLASS.

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

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

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

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

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

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

members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

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

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

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

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

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

90. During the LABOR CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from

being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from time to time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

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

92. Specifically, PLAINTIFF and CLASS MEMBERS were required to carry a radio communication device during their shifts and throughout meal and rest periods. PLAINTIFF was often required to work during meal breaks and was often interrupted by tasks through the radio communication device. PLAINTIFF never received proper additional compensation for the interrupted meal breaks.

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

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

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

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

1 95. During the LABOR CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS
2 members were from time to time required to work in excess of four (4) hours without being provided
3 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten
4 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period
5 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
6 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more
7 from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with
8 one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
9 CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS
10 and DEFENDANTS' managers.

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

16 97. Specifically, PLAINTIFF and CLASS MEMBERS were required to carry a radio
17 communication device during their shifts and throughout meal and rest periods. PLAINTIFF was often
18 required to work during rest breaks and was often interrupted by tasks through the radio communication
19 device. PLAINTIFF never received proper additional compensation for the interrupted rest breaks.

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

23 **SIXTH CAUSE OF ACTION**

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

25 **[Cal. Lab. Code § 2802]**

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

27 99. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
28 the prior paragraphs of this Complaint.

1 100. Cal. Lab. Code § 2802 provides, in relevant part, that:
2 An employer shall indemnify his or her employee for all necessary expenditures or losses
3 incurred by the employee in direct consequence of the discharge of his or her duties, or of
4 his or her obedience to the directions of the employer, even though unlawful, unless the
5 employee, at the time of obeying the directions, believed them to be unlawful.

6 101. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS violated Cal.
7 Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
8 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
9 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the
10 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their
11 personal cellular phone all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF
12 and the members of the CALIFORNIA CLASS were required by DEFENDANTS to use their personal
13 cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform
14 policy, practice and procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA
15 CLASS for expenses resulting from using their personal cellular phones for DEFENDANTS within the
16 course and scope of their employment for DEFENDANTS. These expenses were necessary to complete
17 their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any
18 waiver of their expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
19 and the members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse
20 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is
21 required to do under the laws and regulations of California.

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

26 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

- 6 1. Gross wages earned;
- 7 2. Total hours worked by the employee, except for any employee whose
8 compensation is solely based on a salary and who is exempt from payment
9 of overtime under subdivision (a) of Section 515 or any applicable order of
10 the Industrial Welfare Commission;
- 11 3. The number of piece-rate units earned and any applicable piece rate if the
12 employee is paid on a piece-rate basis;
- 13 4. All deductions, provided that all deductions made on written orders of the
14 employee may be aggregated and shown as one item;
- 15 5. Net wages earned;
- 16 6. The inclusive dates of the period for which the employee is paid,
- 17 7. The name of the employee and his or her social security number, except that
18 by January 1, 2008, only the last four digits of his or her social security
19 number or an employee identification number other than a social security
20 number may be shown on the itemized statement,
- 21 8. The name and address of the legal entity that is the employer, and
- 22 9. All applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee.

24 105. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF
25 and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which
26 failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned,
27 (3) gross wages earned and (7) all applicable hourly rates in effect during the pay period and the
28

1 corresponding number of hours worked at each hourly rate by the employee in violation of California
2 Labor Code Section 226.

3 106. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
4 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
5 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
6 the overtime worked and the amount of employment taxes which were not properly paid to state and
7 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
8 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
9 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
10 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
11 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
12 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
13 member of the CALIFORNIA CLASS herein.

14 **EIGHTH CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES WHEN DUE**

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

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

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

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

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

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

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

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

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

112. Cal. Lab. Code § 203 provides:

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

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

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

PRAYER FOR RELIEF

1 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
2 severally, as follows:

3 1. On behalf of the CALIFORNIA CLASS:

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

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

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

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

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

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

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

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

27 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
28 1197; and,

2. On all claims:

- A) An award of interest, including prejudgment interest at the legal rate;
- B) Such other and further relief as the Court deems just and equitable; and,
- C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: _____

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

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

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

Dated: _____

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

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
C. Rodriguez v. Real Time Staffing (002-237)							
10/14/2021	No	Jean Claude Lapuyade	Revised PAGA Only Complaint	550.00	2:00	1,100.00	1,100.00
10/14/2021	No	Jean Claude Lapuyade	Drafted Complaint	550.00	4:30	2,475.00	3,575.00
01/25/2022	No	Jean Claude Lapuyade	Case Management - Drafted Joint CMS	550.00	1:06	605.00	4,180.00
02/22/2022	No	Jean Claude Lapuyade	Case Management - Drafted Joint CMS	550.00	1:24	770.00	4,950.00
04/05/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Size	550.00	0:30	275.00	5,225.00
06/04/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Mediation	550.00	0:42	385.00	5,610.00
06/06/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Mediator Selection	550.00	0:30	275.00	5,885.00
06/09/2022	No	Jean Claude Lapuyade	Phone call with client re status and potential mediation.	550.00	0:30	275.00	6,160.00
06/24/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	6,325.00
07/06/2022	No	Jean Claude Lapuyade	Emails to from OPC Re MTC Extension	550.00	0:30	275.00	6,600.00
07/06/2022	No	Jean Claude Lapuyade	Emails to/from OC re MTC extension pending mediation date.	550.00	0:18	165.00	6,765.00
07/13/2022	No	Jean Claude Lapuyade	Case Management - Drafted and Revised Joint CMS	550.00	1:00	550.00	7,315.00
07/13/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OPC Re Joint Report	550.00	0:18	165.00	7,480.00
10/25/2022	No	Jean Claude Lapuyade	Discovery - Emails Re Extension to Discovery	550.00	0:06	55.00	7,535.00
10/28/2022	No	Jean Claude Lapuyade	Mediation - emails to/from OC Re Mediation Dates	550.00	0:12	110.00	7,645.00
11/07/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	550.00	0:18	165.00	7,810.00
11/08/2022	No	Jean Claude Lapuyade	Mediation - Email to/from OC Re Mediators	550.00	0:12	110.00	7,920.00
11/16/2022	No	Sydney Castillo-Johnson	Review and revise joint CMS	300.00	0:30	150.00	8,070.00
11/16/2022	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation Date	550.00	0:12	110.00	8,180.00
11/23/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation and Joint CMS	550.00	0:12	110.00	8,290.00
12/07/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status and Mediation	550.00	0:12	110.00	8,400.00
12/07/2022	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Status	550.00	0:18	165.00	8,565.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/07/2022	No	Sydney Castillo-Johnson	Emails to OC requesting extension on MTC deadlines	300.00	0:12	60.00	8,625.00
12/08/2022	No	Sydney Castillo-Johnson	Attend CMC	300.00	0:06	30.00	8,655.00
01/04/2023	No	Sydney Castillo-Johnson	Email to OC re: extension on MTC deadline	300.00	0:06	30.00	8,685.00
01/05/2023	No	Jean Claude Lapuyade	Case Management/Discovery - Emails to/from OC Re MYTC Extension/Mediation	550.00	0:18	165.00	8,850.00
01/08/2023	No	Sydney Castillo-Johnson	Case management - review case needs and strategy with staff	300.00	0:10	50.00	8,900.00
01/24/2023	No	Jean Claude Lapuyade	Can Management - Emails to/from OC Re Mediation	550.00	0:48	440.00	9,340.00
02/07/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation and MTC Extension	550.00	0:30	275.00	9,615.00
02/22/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status	550.00	1:00	550.00	10,165.00
02/23/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status	550.00	0:54	495.00	10,660.00
02/27/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay	550.00	0:54	495.00	11,155.00
03/07/2023	No	Jean Claude Lapuyade	Discovery - R&R Stip to Stay	550.00	1:00	550.00	11,705.00
03/08/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	11,870.00
03/27/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	0:42	385.00	12,255.00
04/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	12,420.00
05/01/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	12,640.00
05/19/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	12,805.00
05/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:30	275.00	13,080.00
06/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:12	110.00	13,190.00
06/21/2023	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Mediation Data	550.00	0:18	165.00	13,355.00
06/22/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	1:54	1,045.00	14,400.00
06/23/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	3:48	2,090.00	16,490.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/30/2023	No	Jean Claude Lapuyade	Discovery - R&R Revised Report From Expert	550.00	1:06	605.00	17,095.00
07/10/2023	No	Jean Claude Lapuyade	Discovery - R&R Expert Damage Analysis w/ emails to/from Expert Re Same	550.00	2:54	1,595.00	18,690.00
07/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	1:30	825.00	19,515.00
07/14/2023	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised Mediation Brief	550.00	2:30	1,375.00	20,890.00
07/17/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:12	110.00	21,000.00
07/17/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Revised Mediation Brief	550.00	1:18	715.00	21,715.00
07/24/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	26,115.00
07/28/2023	No	Sydney Castillo-Johnson	Pleadings - draft stip to amend and SAC	400.00	1:18	520.00	26,635.00
07/28/2023	No	Sydney Castillo-Johnson	Settlement - draft SAR and notice	400.00	3:30	1,400.00	28,035.00
08/01/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE MOU	550.00	0:24	220.00	28,255.00
08/09/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE SAR	550.00	0:30	275.00	28,530.00
08/10/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Reviewed and Edited SAR	550.00	1:54	1,045.00	29,575.00
08/17/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:18	165.00	29,740.00
08/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	29,905.00
08/23/2023	No	Sydney Castillo-Johnson	Case management - status of SAR	400.00	0:06	40.00	29,945.00
08/25/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	1:30	825.00	30,770.00
08/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	30,935.00
09/11/2023	No	Sydney Castillo-Johnson	Case management and follow up on SAR	400.00	0:10	66.67	31,001.67
09/14/2023	No	Sydney Castillo-Johnson	Case management - prep and attend CMC	400.00	1:45	700.00	31,701.67
09/18/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Stip to File FAC	550.00	0:18	165.00	31,866.67
09/25/2023	No	Jean Claude	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	32,086.67

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
10/02/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC RE Stip to Amend	550.00	0:24	220.00	32,306.67
10/02/2023	No	Sydney Castillo-Johnson	Pleadings - follow up on stip to amend	400.00	0:12	80.00	32,386.67
10/04/2023	No	Sydney Castillo-Johnson	Settlement - follow up on SAR and notice	400.00	0:18	120.00	32,506.67
10/04/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	32,726.67
10/12/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	32,891.67
10/12/2023	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	400.00	0:18	120.00	33,011.67
10/20/2023	No	Sydney Castillo-Johnson	Review OC revisions to SAC, stip to amend, and notice	400.00	0:42	280.00	33,291.67
10/20/2023	No	Jean Claude Lapuyade	Settlement - R&R Defense Edits to Notice of Settlement	550.00	0:36	330.00	33,621.67
10/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	33,786.67
10/23/2023	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	400.00	0:12	80.00	33,866.67
10/24/2023	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	400.00	0:06	40.00	33,906.67
11/06/2023	No	Sydney Castillo-Johnson	Settlement - review DEF's revisions to SAR	400.00	0:42	280.00	34,186.67
11/07/2023	No	Sydney Castillo-Johnson	Case management - pleadings and SAR	400.00	0:18	120.00	34,306.67
11/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	34,471.67
11/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	34,636.67
11/28/2023	No	Sydney Castillo-Johnson	Case management - emails re SAR	400.00	0:18	120.00	34,756.67
12/05/2023	No	Sydney Castillo-Johnson	Legal Research - settlement approval standards	400.00	2:12	880.00	35,636.67
12/05/2023	No	Sydney Castillo-	Settlement - review OC revisions to notice	400.00	0:36	240.00	35,876.67

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Johnson					
12/05/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	36,151.67
12/06/2023	No	Sydney Castillo- Johnson	Law and Motion - draft motion for settlement approval	400.00	4:30	1,800.00	37,951.67
12/07/2023	No	Jean Claude Lapuyade	Law and Motion - Revise and Edited MPA	550.00	1:42	935.00	38,886.67
12/12/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	39,051.67
12/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE SAR and Approval	550.00	0:30	275.00	39,326.67
Total for C. Rodriguez v. Real Time Staffing (002-237)					76:41	\$39,326.67	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
C. Rodriguez v. Real Time Staffing (002-237)						
08/12/2021	Expense		LWDA		75.00	75.00
08/31/2021	Journal Entry	August 2021 Postage		Postage for Aug 2021	24.15	99.15
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	12.70	111.85
10/19/2021	Expense		Ventura Court		39.51	151.36
10/19/2021	Expense		Ventura Court		1,436.75	1,588.11
10/19/2021	Expense		Ventura Court		4.95	1,593.06
10/22/2021	Expense		Ventura Court		4.95	1,598.01
10/28/2021	Expense		Ventura Court		61.75	1,659.76
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	1.30	1,661.06
11/11/2021	Check	2644	Knox Attorney Services, Inc.	Invoice No. 4352795 Re: Service On: Employbridge	116.35	1,777.41
11/11/2021	Check	2644	Knox Attorney Services, Inc.	Invoice No. 4352794 Re: Service On: Real Time Staffing Services, LLC	60.35	1,837.76
11/29/2021	Expense		Ventura Court		1.75	1,839.51
11/29/2021	Expense		Ventura Court		0.05	1,839.56
11/29/2021	Expense		Ventura Court		4.95	1,844.51
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	5.90	1,850.41
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	4.35	1,854.76
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	1.00	1,855.76
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	0.73	1,856.49
01/26/2022	Expense		Court Call	Court Call ID: 11439043	94.00	1,950.49
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	0.10	1,950.59
02/01/2022	Expense		Ventura Court		1.75	1,952.34
02/01/2022	Expense		Ventura Court		4.95	1,957.29
02/01/2022	Credit Card Credit		Court Call	11439043	-94.00	1,863.29
02/01/2022	Expense		Ventura Court		0.05	1,863.34
02/22/2022	Expense		Ventura Court		1.75	1,865.09

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
02/22/2022	Expense		Ventura Court		4.95	1,870.04
02/22/2022	Expense		Ventura Court		0.05	1,870.09
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	2.30	1,872.39
02/28/2022	Journal Entry	Feb 2022 Postage		Postage for Feb 2022	1.06	1,873.45
03/14/2022	Expense		Ventura Court		1.70	1,875.15
03/14/2022	Expense		Ventura Court		4.95	1,880.10
03/14/2022	Expense		Ventura Court		61.75	1,941.85
03/15/2022	Expense		Ventura Court		61.75	2,003.60
03/15/2022	Expense		Ventura Court		4.95	2,008.55
03/15/2022	Expense		Ventura Court		1.70	2,010.25
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.30	2,010.55
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	0.10	2,010.65
12/01/2022	Expense		One Legal LLC	One Legal Order Number: 19353923 - Filing Fee Re: Joint Case Management Statement Filed, Proof of Service	72.07	2,082.72
12/06/2022	Expense		Court Call	Court Call ID: 11629742	94.00	2,176.72
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.20	2,176.92
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	0.30	2,177.22
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.30	2,177.52
04/04/2023	Expense		Ventura Court		1.75	2,179.27
04/04/2023	Expense		Ventura Court		4.95	2,184.22
04/04/2023	Expense		Ventura Court		0.05	2,184.27
04/06/2023	Expense		Court Call	Court Call ID: 11681550	72.00	2,256.27
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	0.70	2,256.97
06/23/2023	Check	3309	Mediation Offices of Steven G. Mehta	Inv. 19006	4,625.00	6,881.97
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	0.60	6,882.57

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.10	6,882.67
08/07/2023	Check	3359	Berger Consulting Group	Inv. 8623	1,050.00	7,932.67
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	0.87	7,933.54
08/31/2023	Expense		Ventura Court		1.75	7,935.29
08/31/2023	Expense		Ventura Court		0.05	7,935.34
08/31/2023	Expense		Ventura Court		4.95	7,940.29
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.80	7,941.09
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.20	7,941.29
11/15/2023	Expense		Ventura Court		27.30	7,968.59
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.10	7,968.69
Total for C. Rodriguez v. Real Time Staffing (002-237)					\$7,968.69	
TOTAL					\$7,968.69	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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