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Attorneys for PLAINTIFF LUTHER RODDY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

LUTHER RODDY and SAVANNAH L.
BURNETT, individuals, on behalf of the state of
California, as a private attorneys general,

Plaintiffs,

vs.

O'NEILL BEVERAGES CO. LLC, a Delaware
Limited Liability Company; and DOES 1-50,
Inclusive;

Defendants.

Case No: CIV2200067

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

Judge: Hon. Stephen P. Freccero
Courtroom: A

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

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant O’Neill Beverages Co, LLC (“Defendant”).

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

10 4. A true and correct copy of Plaintiff’s November 1, 2021, Notice of Violations filed with
11 the Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

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

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

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of May
18 6, 2024, is attached hereto as Exhibit #5.

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

21 I. INTRODUCTION

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

1 **II. PROCEDURAL AND FACTUAL BACKGROUND**

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

4 10. On November 1, 2021, Plaintiff Luther Roddy ("Plaintiff Roddy"), on behalf of himself
5 and on behalf of other Aggrieved Employees, served Defendant and the LWDA with a Notice of
6 Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for alleged
7 violations of the California Labor Code, including causes of action for failure to provide compliant meal
8 and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all
9 minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and
10 failure to timely pay wages due during, and upon termination of employment. (LWDA Case No.
11 LWDA-CM-850662-21).

12 11. On January 10, 2022, Plaintiff Roddy filed a representative action complaint against
13 Defendant in the Superior Court for Marin, Case Number CIV2200067 ("*Roddy* Action"). The Action
14 alleged a single cause of action against Defendant for violations of the Private Attorneys General Act
15 at Cal. Lab. Code §§2698, *et seq.*

16 12. On September 16, 2022, Plaintiff Burnett, on behalf of herself and on behalf of other
17 Aggrieved Employees, served Defendant and the LWDA with a PAGA Notice and draft complaint
18 memorializing claims against Defendant for alleged violations of the California Labor Code. (LWDA
19 Case No. LWDA-CM-908384-22).

20 13. On March 10, 2022, Plaintiff Burnett filed a class action complaint in the Superior Court
21 for Fresno, Case Number 22CECG02947, alleging nine causes of action for: (1) Failure to Pay Overtime
22 Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide
23 Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay
24 Wages; (8) Failure to Indemnify; and (9) Unfair Competition ("*Burnett* Action").

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

1 15. On May 30, 2023, the Court denied Defendant’s motion to compel arbitration of Plaintiff
2 Roddy’s Claims.

3 16. On October 17, 2023, the Parties participated in an all-day mediation presided over by
4 Steve Serratore, Esq., an experienced mediator of wage and hour representative actions. In advance of
5 the with the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate
6 Defendant’s potential liability exposure. Among the data and documents Defendant produced included,
7 but was not limited to, the total number of Aggrieved Employees, pay periods, employee handbooks,
8 and dozens of documents of time and payroll data.

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

18 18. On January 5, 2024, after reaching a settlement, Plaintiffs filed a First Amended
19 Complaint in the *Roddy* Action for the purposes of adding Plaintiff Burnett as a named Plaintiff and
20 effectuating settlement. On January 10, 2024, Plaintiff Roddy was dismissed from the Action after
21 PAGA Counsel was informed that he had passed away.

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

28

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

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

III. TERMS OF THE PAGA SETTLEMENT

21. The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount payment in the amount of Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA Counsel Award in the amount of Two Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$233,333.33), comprised of one-third of the Gross Settlement Amount (estimated to be approximately \$208,333.33), reimbursement of incurred litigation expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), Service Award to Plaintiff Burnett of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), and Claims Administration Costs which will not exceed Six Thousand Dollars and Zero Cents (\$6,000.00). Agreement generally at § III(J)(8)-(10). After these deductions, the amount remaining is the “PAGA Payment,” which is estimated to be \$375,666.67.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

22. The Gross Settlement Amount of \$625,000.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is estimated at approximately \$1,640,000 in PAGA penalties (16,400 pay periods multiplied by \$100 per pay period²).

23. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff's third-party damages consultant estimated Defendant's maximum liability exposure at approximately \$3,167,800. Plaintiff's consultant estimated Defendant's exposure as follows:

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.

Claim	Penalty Amount ³	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	16,324	100% of PAGA Pay Periods	\$1,632,400
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$50	9,508	58% of PAGA Pay Periods	\$475,400
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	7,336	45.7% of PAGA Pay Periods	\$366,800
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	7,336	45.7% of PAGA Pay Periods	\$366,800
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	3,264	20% of PAGA Pay Periods	\$326,400

24. Plaintiff's primary claim alleged that Defendant failed to furnish its employees with accurate itemized wage statements. Specifically, Plaintiff alleges that Defendant issued wage statements that failed to accurately state the total hours worked by Aggrieved Employees in violation of California Labor Code section 226(a)(2). As discussed below, Plaintiff contends that she and other Aggrieved Employees are owed meal and rest period premiums. Thus, the wage statements are also inaccurate because Defendant failed to provide meal and rest periods as required by the California Labor Code, Plaintiff and other Class Members are entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement penalties).

25. PAGA Counsel considered the arguable presence of various penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant argued that it substantially

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 complied with its obligation to provide the correct total of hours worked. Accordingly, Plaintiff
2 estimated that Defendant's exposure from this claim was approximately \$1,632,400.

3 26. Plaintiff alleges that Defendant failed to include certain non-discretionary bonuses and
4 commissions when calculating the regular rate of pay when paying overtime wages, meal period
5 premiums, and sick pay. Specifically, Defendant paid Aggrieved Employees non-discretionary
6 incentive compensation in the form of "Bonus" and "Service Award" payments, which were not
7 properly calculated into the regular rate of pay for purposes of overtime, meal period premiums, and
8 redeemed sick pay. As a result of these miscalculations, Plaintiff and other Aggrieved Employees are
9 owed wages and waiting time penalties.

10 27. Conversely, Defendant denied liability and asserted that the additional compensation
11 identified by the expert were discretionary bonuses that did not need to be included in the regular rate
12 calculation. Thus, Plaintiff estimated Defendant's exposure for this claim was approximately \$475,400.

13 28. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
14 Specifically, Plaintiff's expert found that recorded meal periods were late, short, or missed during
15 approximately 45.7% of pay periods. Accordingly, Plaintiff alleges that she and other Aggrieved
16 Employees are owed meal period premiums for meal period violations that occurred during the PAGA
17 Period. Although the violation rate is high across the pay periods, Plaintiff's expert found rather low
18 meal period violations across all shifts in the pay period data. For example, late meal periods occurred
19 during approximately 1.1% of all shifts, missed meal periods occurred in approximately 0.2% of shifts,
20 and only in 7.0% of shifts were there short meal periods.

21 29. Conversely, Defendant argued that it had a legally compliant written meal period policy
22 and paid meal premiums during those shifts when meal period violations occurred. Further, Defendant
23 argued that Aggrieved Employees were instructed to take timely meal periods before the end of their
24 fifth (5th) hour of work and that those meal periods were to be at least thirty (30) minutes in length. In
25 light of Defendant's defenses, the low shift violation rates, and the payment of premiums, Plaintiff
26 estimated that Defendant's exposure for this claim was approximately \$366,800.

27 30. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
28 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Aggrieved

1 Employees were not able to take timely and duty-free rest periods. Further, Defendant did not pay a
2 single rest period premium during the PAGA Period. Because rest periods are not recorded, Plaintiff's
3 expert could not identify a violation rate. Plaintiff therefore made the reasonable assumption that rest
4 period violations were committed at a rate similar to that of meal period violations.

5 31. Based on an estimated violation rate which resulted in 7,336 of PAGA Pay Periods
6 containing a violation, Plaintiff contended that her claim for rest period violations was potentially worth
7 approximately \$366,800. This was calculated by multiplying the number of total pay periods with a rest
8 period violation (7,336) by a violation rate of \$50 dollars. The \$50 penalty rate was used for a number
9 of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent
10 violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court
11 notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021)
12 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the
13 employer has been notified that it is violating a Labor Code provision ... the employer cannot be
14 presumed to be aware that its continuing underpayment of employees is a 'violation' subject to
15 penalties."].) Separately, Defendant also argued that courts have considerable discretion to reduce the
16 penalty awards under PAGA. See, e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504
17 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is
18 unlikely that Plaintiff would recover full penalty amounts even if she prevailed in establishing the
19 underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer
20 is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work,
21 including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides
22 for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

23 32. Defendant argued that it had a legally compliant written rest period policy. Defendant
24 also argued that Plaintiff's rest break claim would have mainly relied on the testimony of Aggrieved
25 Employees, making it a riskier claim. Establishing liability likely would have entailed competing
26 testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. See, e.g.,
27 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the
28 competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written

rest break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate uniform practices”).

33. Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to use their personal cellular phones to communicate with Defendant’s supervisors. However, Defendant did not reimburse Plaintiff and other Aggrieved Employees for these expenses. California employers who require employees to incur personal business expenses for work purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code § 2802(a), providing 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…”).

34. Defendant argued that it instructed its employees not to use their own cellular phones for work purposes and had in place a written business expense reimbursement policy regarding the same. Further, Defendant argued that even if employees did use their cellular phones for work purposes, the number of affected employees was minimal and voluntary – not mandatory. Plaintiff’s expert estimated that Defendant’s exposure for this claim was approximately \$326,400 in penalties. This was calculated by multiplying the total number of pay periods by a violation rate of \$100 per pay period.

35. In light of the above, the Gross Settlement Amount is approximately 19.73% of Defendant’s potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant’s maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued litigation including, but not limited to, Defendant’s defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant contended that Plaintiff’s PAGA claims could be and likely would be wiped out in the light of the United States Supreme Court decision in *Viking River Cruises v. Moriana*, (2022) 142 S.Ct. 1906.

36. In *Viking River*, the U.S. Supreme Court held that PAGA claims are preempted by the Federal Arbitration Act, where, as here, arbitration agreements were signed by the employees. This posed a very significant risk to Plaintiff’s case, which was ultimately realized. *See Viking River Cruises v. Moriana*, (2022) 142 S.Ct. 1906. Therefore, Plaintiff was mindful that this case could be potentially

1 wiped because of the U.S. Supreme Court’s adverse decision. Plaintiff’s claims are arguably worthless
2 in the post-*Viking River* world.

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

11 38. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code
12 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
13 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
14 2, 2009). When “determining whether the employer committed Labor Code violations with respect to
15 each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off.*
16 *Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

17 39. Third, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.
18 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/)
19 [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
20 civil penalties via a representative action. Plaintiff views this initiative as a significant additional risk
21 due to the potential limitation on their ability to recover penalties against Defendant should litigation
22 continue.

23 40. Finally, the maximum penalty figure does not consider that Courts have complete
24 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
25 based on the facts and circumstances of the particular case, to do otherwise would result in an award
26 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
27 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
28 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;

1 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
2 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
3 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
4 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
5 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
6 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
7 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
8 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
9 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
10 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
11 San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision, dated July
12 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown bench trial
13 that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount
14 obtained by PAGA Counsel is reasonable in light of Defendant’s arguments. Further, the adverse
15 decisions in *Viking River Cruises* and *Wesson* pose very significant, and even fatal, risk to Plaintiff’s
16 case.

17 41. Defendant’s substantial compliance could also operate to prevent the imposition of
18 PAGA penalties.

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

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

27 44. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
28 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.

1 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
2 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
3 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
4 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

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

7 45. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'
8 fees in the amount of \$233,333.33 (one-third of the Gross Settlement Amount) and reimbursement of
9 litigation costs not to exceed \$25,000.⁴ PAGA does not have any requirements for reviewing attorneys'
10 fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter
11 of contract for a contingent representation. Nevertheless, should this Court review the requested
12 attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

13 46. The requested PAGA Counsel Award of \$233,333.33, comprised of \$208,333.33 for
14 attorneys' fees and reimbursement of litigation expenses of up to \$25,000 is fair, reasonable, and
15 justified by the result achieved.

16 47. PAGA Counsel negotiated a recovery of Six Hundred, Twenty Five Thousand Dollars
17 and Zero Cents (\$625,000.00), and this result justifies the requested fees equal to one third of this
18 recovery. This percentage is within the standard contingent recovery percentage of one-third, and this
19 percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1
20 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendant's
21 defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA
22 Counsel to overcome. Here, several defenses asserted by Defendant present serious threats to the claims
23 of Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied
24 with all applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate
25 *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be
26 overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to
27 recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to
28

⁴ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$22,695.28 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and
2 legal issues underlying liability and overcome difficulties in proof as to monetary relief.

3 48. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
4 establish the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing
5 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
6 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
7 Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Perssia P. Razma
8 (Associate Attorney), Andrea Amaya (Associate Attorney), Tesla Stone (Senior Paralegal and Office
9 Manager), Jennifer Heming (Paralegal), Madelyn Uchiyama (Paralegal), and Nicole Teller (Legal
10 Assistant).

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

17 50. I have represented consumers and employees in California class actions, and complex
18 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
19 plaintiffs’ civil litigation attorney since April 2007.

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

23 52. The JCL Law Firm’s rates are comparable to those judicially approved for other
24 plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
25 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
26 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
27 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
28 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.

1 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
2 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
3 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
4 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
5 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
6 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
7 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
8 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
9 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
10 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
11 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
12 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
13 between \$355 and \$405 an hour).

14 53. Moreover, my billing rate has been approved multiple times within the last twelve months
15 by California Superior Court judges. (*See generally Garces, et al. v. DriverDo, LLC*, Los Angeles
16 Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$550
17 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
18 Counsel; *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-
19 00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$550 billing rate and appointed Jean
20 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Hernandez, et al. v. Parenting*
21 *Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman
22 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
23 Class Counsel; *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No.
24 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$550 billing rate and appointed Jean
25 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. RM Parks Place,*
26 *Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy
27 Castillo approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
28 APC, as Class Counsel; *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-

588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel, in a \$1,450,000 wage and hour class and PAGA action; *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon Elihu M. Berle approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 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; *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *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 \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *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 \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No.

1 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean
2 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal*
3 *Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October
4 16, 2023) Hon. Matthew C. Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade,
5 Esq. of the JCL Law Firm, APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda
6 Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing
7 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a
8 \$1,330,000 wage and hour class and PAGA action).

9 54. As of May 6, 2024, The JCL Law Firm, APC incurred a total lodestar of \$97,287.50 for
10 190.6 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's
11 lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the
12 conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as
13 Exhibit #4.

14 55. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
15 billed \$30,206.50 for 55.5 hours successfully litigating this action. A true and accurate copy of the
16 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently
17 herewith.

18 56. Further, the attorneys and staff at co-counsel the Bibiyan Law Group, P.C. ("BLG"),
19 billed \$73,293.00 for 138.4 hours successfully litigating this action. The declaration of David Bibiyan,
20 Esq. is filed concurrently herewith.

21 57. Collectively, PAGA Counsel spent a total of 384.5 hours successfully litigating this
22 matter for a total combined loadstar of \$200,787.00. Thus, the Attorneys' Fee request is equal to Class
23 Counsel's loadstar with a modest 1.03 multiplier.

24
25
26
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28 ///

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

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	190.6	\$97,287.50
ZLG	55.5	\$30,206.50
Bibiyan Law Group, P.C.	138.4	\$73,293.00
Total	384.5	\$200,787.00

59. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$22,695.28 prosecuting this action (JCL Law Firm, APC - \$9,591.89, Zakay Law Group, APLC - \$10,694.15; and Bibiyan Law Group, P.C. - \$2,409.24).

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

VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE

61. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The Service Award payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the status of her case and the strategies for prosecuting the claims and agreeing to provide Defendant a broad general release of all claims arising out of her employment. Plaintiff willingly came forward to protect and advance the rights of the Aggrieved Employees on important legal disputes affecting California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees.

///

62. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 363 Aggrieved Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the Service Award in accordance with the Settlement Agreement. Plaintiff and PAGA Counsel also respectfully request approval of the requested Service Award in the amount of \$10,000.00 to Plaintiff.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this May 6, 2024, at San Diego, California.

JCL LAW FIRM, APC

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

EXHIBIT 1

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
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San Diego, CA 92121
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jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

Attorneys for Plaintiffs

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

LUTHER RODDY, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

O'NEILL BEVERAGES CO. LLC, a
Delaware Limited Liability Company; and
DOES 1-50, Inclusive,

DEFENDANTS.

Case No. CIV2200067

[Action Filed: January 10, 2022]

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

1 This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered
2 into by and between Plaintiff Savannah L. Burnett (hereinafter “Plaintiff”), in her representative
3 capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendant
4 O’Neill Beverages Co. LLC (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the case of *Luther Roddy v. O’Neill Beverages Co. LLC*, filed on
7 January 10, 2022, in Marin Superior Court, Case No. CIV2200067.
8
9 B. “Aggrieved Employees” shall mean all individuals who are or previously were
10 employed by Defendant in California and classified as non-exempt employees during
11 the PAGA Period.
12
13 C. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement
14 of PAGA Action and Release of PAGA Claims.
15
16 D. “Claims Administrator” means Apex Class Action LLC, located at 18 Technology
17 Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Claims Administrator
18 establishes, designates, and maintains a QSF under Internal Revenue Code section
19 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
20 Settlement Amount is deposited for the purpose of resolving the claims in the Action
21 on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator
22 shall maintain the funds until distribution in an account(s) segregated from the assets
23 of Defendant and any person related to Defendant. ***All accrued interest shall be paid***
24 ***and distributed to the Aggrieved Employees as part of their respective share of the***
25 ***Aggrieved Employee Payment.***
26
27 E. “Claims Administration Costs” means the amount to be paid for the costs of
28 administration of the Settlement from the Gross Settlement Amount in an amount not

1 to exceed \$6,000.00.

2 F. "Court" means the Superior Court for the State of California, County of Marin
3 presiding over the Action.

4 G. "Defendant" shall mean O'NEILL BEVERAGES CO. LLC, a Delaware limited
5 liability company.

6
7 H. "Effective Date" means the date upon which both of the following have occurred: (i)
8 approval of the PAGA Settlement is granted by the Court, and (ii) the Court's
9 Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest
10 of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed
11 on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
12 petition for writ of certiorari to the United States Supreme Court or California
13 Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the
14 petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such
15 petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
16 noticing any appeal of the Judgment, i.e., sixty-five (65) calendar days.

17
18 I. "Employee Data" means information regarding the Aggrieved Employees that
19 Defendant will in good faith compile from its records and provide to the Claims
20 Administrator. It shall be formatted in the manner requested by the Claims
21 Administrator and shall include sufficient information to effectuate this settlement,
22 including but not limited to: each Aggrieved Employee's full name; last known
23 address; Social Security Number; and the number of Pay Periods worked during the
24 PAGA Period.

25
26 J. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
27 Settlement Amount to the Claims Administrator in accord with the terms of this
28

1 Agreement. Defendant shall pay the Gross Settlement Amount to the Claims
2 Administrator within sixty (60) days of the Effective Date.

3 K. "Gross Settlement Amount" means the Six Hundred Twenty-Five Thousand Dollars
4 and Zero Cents (\$625,000.00) payment of all claims, which Defendant shall pay into
5 the QSF in connection with this Settlement, inclusive of Plaintiff's Service Award,
6 Claims Administration Expenses, PAGA Counsel Award, and PAGA Payment.

7 L. "LWDA" means the California Labor and Workforce Development Agency.

8 M. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
9 Employees by the Claims Administrator in the form set forth as Exhibit A to this
10 Agreement.

11 N. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
12 Labor Code § 2698, *et seq.*

13 O. "PAGA Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
14 ("JCL"), Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG"), and Bibiyan
15 Law Group, P.C. ("BLG").

16 P. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of
17 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
18 services they have rendered to Plaintiff, the State of California, and the Aggrieved
19 Employees consisting of attorneys' fees not to exceed one-third of the Gross
20 Settlement Amount. To the extent that the Court approves less than the PAGA
21 Counsel Award that PAGA Counsel requests, the difference between the requested
22 and awarded amounts will be reallocated to the Gross Settlement Amount. PAGA
23 Counsel's application for the PAGA Counsel Award is subject to Court approval, and
24 a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff
25
26
27
28

1 to void, rescind, or terminate this Agreement. Defendant agrees not to oppose
2 reasonable attorneys' expenses in an amount as documented in PAGA Counsel's
3 billing statement to be paid from the Gross Settlement Amount. PAGA Counsel's
4 award of attorneys' fees shall be divided by PAGA Counsel as follows: 37.5% to
5 ZLG, 37.5% to JCL, and 25% to BLG.

6
7 Q. "PAGA Payment" means the Gross Settlement Amount minus Plaintiff's Service
8 Award, Claims Administration Expenses, PAGA Counsel Award. The PAGA
9 Payment will be allocated so that 75% of the payment will be paid to the Labor &
10 Workforce Development Agency ("LWDA") and 25% will be paid to Aggrieved
11 Employees ("Aggrieved Employee Payment"). The allocation of payment of claims
12 among the Aggrieved Employees shall be paid based on the number of pay periods
13 worked during the PAGA Period. Aggrieved Employees will be issued Form 1099
14 for the Aggrieved Employee Payments.

15
16 R. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
17 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
18 Aggrieved Employees during the PAGA Period.

19
20 S. "PAGA Period" means the period between November 1, 2020, through January 28,
21 2024.

22
23 T. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
24 Plaintiff or Defendant, individually.

25
26 U. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
27 Payment, as defined herein, means any semimonthly pay period in which Aggrieved
28 Employees received wages during their employment with Defendant during the
PAGA Period.

- 1 V. "Plaintiff" or "PAGA Representative" shall mean Savannah L. Burnett.
- 2 W. "Qualified Settlement Fund" or "QSF" means the Qualified Settlement Fund
- 3 established, designated, and maintained by the Claims Administrator to fund the
- 4 Gross Settlement Amount.
- 5
- 6 X. "Released PAGA Claims" shall mean all PAGA claims that occurred within the
- 7 PAGA Period and that were alleged in the operative Complaint and Plaintiff's PAGA
- 8 notices to the LWDA, including former Plaintiff Luther Roddy's notice to the LWDA,
- 9 regarding Defendant, and expressly excluding all other claims, including claims for
- 10 vested benefits, wrongful termination, unemployment insurance, disability, social
- 11 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 12
- 13 Y. "Released Parties" shall mean Defendant, and its former and present parents,
- 14 subsidiaries, and affiliates, and their current and former officers, directors, employees,
- 15 partners, shareholders, and agents, and the predecessors and successors, assigns, and
- 16 legal representatives of all such entities and individuals.
- 17 Z. "Service Award" means the payment to the Plaintiff for initiating the Action and
- 18 providing services in support of the Action.
- 19
- 20 AA. "Settlement" means the disposition of the Action pursuant to this Agreement.

21 **II. RECITALS**

- 22 A. On September 16, 2022 Plaintiff Burnett filed a Notice of Violations with the Labor
- 23 and Workforce Development Agency (LWDA) and served the same on Defendant.
- 24 B. On November 1, 2021, Plaintiff Luther Roddy ("Plaintiff Roddy or "Former Plaintiff
- 25 Roddy") filed a Notice of Violations with the LWDA and served the same on
- 26 Defendant.
- 27
- 28

- 1 C. On January 10, 2022, Former Plaintiff Roddy filed a representative action complaint
2 against Defendant alleging a single cause of action for violations of PAGA at Labor
3 Code Sections 2698, for the following:
4
5 1. Failure to provide compliant meal and rest periods;
6
7 2. Failure to pay all minimum, regular and overtime wages, including at the
8 correct rate;
9
10 3. Failed to reimburse for required business expenses;
11
12 4. Failure to maintain true and accurate records;
13
14 5. Failure to provide accurate itemized wage statements; and
15
16 6. Failure to timely pay wages due during, and upon termination of employment.
17
18 D. On March 10, 2022, Plaintiff Burnett filed a representative action complaint in the
19 Fresno Superior Court, Case No. 22CECG02947 against Defendant for violations of
20 PAGA.
21
22 E. On May 30, 2023, the Court denied Defendant's motion to compel arbitration of
23 Former Plaintiff Roddy's claims.
24
25 F. On October 17, 2023, the Parties participated in an all-day mediation presided over
26 by Steve Serratore, Esq., a mediator of wage and hour representative actions, which
27 led to this Settlement.
28
29 G. On January 5, 2024, Plaintiffs filed a First Amended Complaint in the *Roddy* Action
30 for the purposes of adding Plaintiff Burnett as a named Plaintiff and effectuating
31 settlement.
32
33 H. On January 10, 2024, Former Plaintiff Roddy was dismissed from the Action after
34 PAGA Counsel was informed that he had passed away.

1 I. This Agreement replaces and supersedes any other agreements, understandings, or
2 representations between the Parties. This Agreement represents a compromise and
3 settlement of highly disputed claims. Nothing in this Agreement is intended or will
4 be construed as an admission by Defendant that the claims in the Action of Plaintiff
5 or the Aggrieved Employees have merit or that Defendant bears any liability to
6 Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an
7 admission by Plaintiff that Defendant's defenses in the Action have merit.
8

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

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration and Settlement Payments by Defendant.

12 1. Settlement Consideration. In full and complete settlement of the Action, and
13 in exchange for the releases set forth below, Defendant will pay the Gross
14 Settlement Amount of Six Hundred Twenty-Five Dollars and Zero Cents
15 (\$625,000.00). The Parties agree that this is a non-reversionary Settlement and
16 that no portion of the Gross Settlement Amount shall revert to Defendant.
17 Except as provided for in Section III(A)(2), Defendant shall not be required
18 to pay more or less than the Gross Settlement Amount.
19

20 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
21 Defendant estimated that there are approximately 363 Aggrieved Employees
22 who worked an aggregate total of 16,400 Pay Periods during the PAGA
23 Period. Should the qualifying pay periods increase beyond 10% worked by
24 the Aggrieved Employees during the PAGA Period (i.e., more than 1,640),
25 the Gross Settlement Amount will increase proportionally for the number of
26 Pay Periods over 110% of 16,400. For example, if the total Pay Periods in the
27
28

1 PAGA Period are 115% of 16,400, the Gross Settlement Amount shall
2 increase by 5%. Defendant will provide the number of applicable Aggrieved
3 Employees and pay periods they worked during the applicable PAGA Period
4 one week prior to Plaintiff's deadline to file her motion for approval of the
5 settlement.
6

7 3. Settlement Payment Defendant will pay the Gross Settlement Amount to the
8 Claims Administrator within sixty (60) days of the court's settlement approval
9 order becoming "final." For purposes of this section, "final" means that the
10 time period for any appeals of the settlement has been exhausted or, if the
11 settlement has been appealed, then after all appeals have been concluded. If
12 Defendant fails to make a payment under this funding schedule, Defendant
13 shall be given written notice of such missed payment and will have thirty (30)
14 days to cure. Any interest accrued will be added to the Net Settlement Amount
15 and distributed to the PAGA Settlement Members.
16

17 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
18 this Agreement, Plaintiff, the LWDA, and the State of California release the Released
19 Parties from the Released PAGA Claims for the PAGA Period.
20

21 C. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
22 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
23 Parties from any and all claims, including but not limited to: any and all wage-and-
24 hour claims arising under the laws of the State of California, including, without
25 limitation, statutory, constitutional, contractual, and/or common law claims for wages,
26 damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated
27 damages, interest, and/or punitive damages (including, without limitation, claims
28 under any applicable Industrial Welfare Commission Wage Order, the California

1 Private Attorneys General Act, or any other provision of the California Labor Code);
2 Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With
3 Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family
4 Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income
5 Security Act; the Occupational Safety and Health Act; the Worker Adjustment and
6 Retraining Notification Act, as amended; the California Unfair Competition Law (Cal.
7 Bus. & Prof. Code § 17200 *et seq.*); the California Fair Employment and Housing Act;
8 any state, civil, or statutory laws, including any and all human rights laws and laws
9 against discrimination; any claims that could have been alleged in the Lawsuit; and
10 any other federal, state, or local statutes, codes, or ordinances; any common law,
11 contract law, or tort law cause of action; and any claims for interest, attorneys' fees,
12 and/or costs. This release does not extend to claims that cannot be released as a matter
13 of law, such as workers' compensation claims. Further, in exchange for her PAGA
14 Representative's Payment Plaintiff expressly waives the protections of California Civil
15 Code section 1542, and it is his intention in executing this Agreement that the same
16 shall be effective as a bar to each and every claim, complaint, action, debts, promises,
17 demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs
18 herein above released. Plaintiff also waives and relinquishes any and all claims, rights
19 or benefits, if any, arising under California Civil Code § 1542, which provides as
20 follows:

21
22 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
23 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
24 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
25 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
26 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
27 ***OR RELEASED PARTY.***
28

1 Thus, notwithstanding the provisions of section 1542, and to implement a full and
2 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges
3 this Settlement Agreement is intended to include in its effect, without limitation, all
4 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
5 signing this Settlement Agreement, and that this Settlement Agreement contemplates the
6 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
7 Settlement Agreement, including this waiver of California Civil Code section 1542, and
8 that Plaintiff has consulted with or had the opportunity to consult with counsel of
9 Plaintiff's choosing about this Settlement Agreement and specifically about the waiver
10 of section 1542, and that Plaintiff understands this Settlement Agreement and the section
11 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement
12 Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
13 different from or in addition to those Plaintiff now knows or believes to be true regarding
14 the matters released or described in this Settlement Agreement, and even so Plaintiff
15 agrees that the releases and agreements contained in this Settlement Agreement shall
16 remain effective in all respects notwithstanding any later discovery of any different or
17 additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection
18 with the true facts involved in the matters, disputes, or controversies released or
19 described in this Settlement Agreement or with regard to any facts now unknown to
20 Plaintiff relating thereto.
21

22
23
24 D. Conditions Precedent: This Settlement will become final and effective only upon (1)
25 the Court entering judgment pursuant to either the Parties' Motion for Settlement
26 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding
27 the Gross Settlement Amount.
28

1 E. Nullification of Settlement Agreement. If the Court does not approve this Settlement
2 Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents
3 or prohibits Defendant from obtaining a complete resolution of the Released PAGA
4 Claims, or if Defendant fails to fully fund Gross Settlement Amount:

5
6 1. The parties agree to first work informally together to address any issues raised
7 by the court to approve the settlement or related to fully funding the settlement to see
8 if the settlement can be maintained;

9 2. In the event the parties are unable to informally address the aforementioned
10 issues, the Parties agree to seek assistance from Mediator Steve Serratore for
11 resolution of the issues;

12 3. Only in the event the parties are not able to address any issues raised
13 by the court or with settlement funding through informal means or mediation,

14 Settlement Agreement shall be void *ab initio* and of no force or effect, and
15 shall not be admissible in any judicial, administrative, or arbitral proceeding
16 for any purpose or with respect to any issue, substantive or procedural; and

17 4. None of the Parties to this Settlement will be deemed to have waived any
18 claims, objections, defenses, or arguments in the Action.
19

20 F. Tax Liability. The Parties make no representations as to the tax treatment or legal
21 effect of the payments called for in this Agreement. The Aggrieved Employees are
22 not relying on any statement or representation by the Parties in this regard. Aggrieved
23 Employees understand and agree that they will be responsible for the payment of any
24 taxes and penalties assessed on their respective share of the Aggrieved Employee
25 Payments and will be solely responsible for any penalties or other obligations resulting
26 from their personal tax reporting of the Aggrieved Employees Payments.
27
28

1 G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.
19

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21
22 H. Claims Administrator. The Claims Administrator shall be responsible for: establishing
23 and administering the QSF; calculating, processing and mailing payments to PAGA
24 Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of
25 PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating,
26 and distributing tax forms for the Aggrieved Employee Payments; providing
27 declaration(s) as necessary in support of approval of this Settlement; and other tasks
28

as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities.

I. Employee Data. No later than five (5) calendar days after the Effective Date, Defendant shall provide the Claims Administrator with the Employee Data.

J. Funding and Allocation of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the Claims Administrator on or before the Funding Date.

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

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated 100% as penalties and interest. The individual Aggrieved Employee Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

3. No Credit Toward Benefit Plans. The individual Aggrieved Employee Payments made to the Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any

1 benefit plans to which any Aggrieved Employee may be eligible, including,
2 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
3 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
4 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
5 will not affect any rights, contributions, or amounts to which any Aggrieved
6 Employee may be entitled under any benefit plans.
7

8 4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the
9 Aggrieved Employees' last known mailing address by regular First-Class U.S.
10 Mail no later than five (5) calendar days after the Funding Date. Upon receipt
11 of the Employee Data, the Claims Administrator will perform a search based
12 on the National Change of Address Database to update and correct any known
13 or identifiable address changes. No later than fourteen (14) calendar days after
14 receiving the Employee Data from Defendant, the Claims Administrator shall
15 mail Individual Aggrieved Employee Payments to all Aggrieved Employees
16 via regular First-Class U.S. Mail. The Claims Administrator shall exercise its
17 best judgment to determine the current mailing address for each Aggrieved
18 Employee. The address identified by the Claims Administrator as the current
19 mailing address shall be presumed to be the best mailing address for each
20 Aggrieved Employee.
21

22 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
23 Employee Payments returned to the Claims Administrator as non-delivered
24 on or before the check cashing expiration deadline shall be re-mailed to any
25 forwarding address provided within seven (7) days of receiving the returned
26 notice. If no forwarding address is provided, the Claims Administrator shall
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1 promptly attempt to determine a correct address by lawful use of skip-tracing,
2 or other search using the name, address and/or Social Security number of the
3 Aggrieved Employee involved, and shall then perform a re-mailing, if the
4 Claims Administrator identifies another mailing address. In addition, if any
5 Individual Aggrieved Employee Payment, which is addressed to any
6 Aggrieved Employee who is currently employed by Defendant, is returned to
7 the Claims Administrator as non-delivered and no forwarding address is
8 provided, the Claims Administrator shall notify Defendant. Defendant will
9 request that the currently employed Aggrieved Employee provide a corrected
10 address and transmit to the Administrator any corrected address provided by
11 the Aggrieved Employee. Aggrieved Employees who received a re-mailed
12 Individual Aggrieved Employee Payment shall have their check expiration
13 deadline extended fifteen (15) days from the original check expiration
14 deadline.
15

16
17 6. Check Expiration Deadline. All checks mailed to the PAGA Settlement
18 Members and Aggrieved Employees that are not cashed within one hundred
19 eighty (180) days of the date payment is mailed shall be transmitted to the
20 State Controller's Unclaimed Property Fund in the name of the Aggrieved
21 Employee who did not claim the funds.
22

23 7. LWDA Payment. The Claims Administrator shall transmit the LWDA
24 Payment to the LWDA as one lump sum payment, if by check, certified mail
25 return receipt requested to PAGA Counsel, within fifteen (15) calendar days
26 of the Gross Settlement Amount being funded in full.
27
28

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

19 9. PAGA Counsel Award. Defendant understands and does not oppose a request
20 by PAGA Counsel for attorneys' fees not to exceed one-third of the Gross
21 Settlement Amount (currently estimated to be \$208,333.33) plus costs and
22 expenses supported by declaration not to exceed Twenty-Five Thousand
23 Dollars (\$25,000.00), from the Gross Settlement Amount will be made. Any
24 portion of the requested PAGA Counsel Award that is not awarded to PAGA
25 Counsel shall be part of the PAGA Settlement Amount and shall be distributed to the
26 Aggrieved Employees as provided in this Agreement. The Settlement
27 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her
28 PAGA Counsel Award.

Counsel shall be part of the PAGA Payment and shall be distributed to the LWDA and the Aggrieved Employees as provided in this Agreement. The Claims Administrator shall distribute and pay the PAGA Counsel Award to PAGA Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement Amount being funded in full. PAGA Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested PAGA Counsel Award, Plaintiff and PAGA Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

10. Claims Administration Costs. The Claims Administration Costs shall be paid from the Gross Settlement Amount to the Claims Administrator for the costs of administration of the Settlement. The estimate of the Claims Administration Costs is \$6,000.00. The Claims Administrator shall be paid the Claims Administration Costs no later than fifteen (15) calendar days after the Gross Settlement Amount has been funded in full.

K. Approval Motion. PAGA Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within sixty (60) days following the execution of this Agreement.

L. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section

2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

- N. Review of Motion for Settlement Approval. PAGA Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement three (3) business days before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.
- O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.
- P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement.
- Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.
- R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.
- S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

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

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

W. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 1 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, considering all relevant factors,
4 present and potential.
5
- 6 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
7 respect to the interpretation, implementation, and enforcement of the terms of this
8 Agreement and all orders and judgments entered in connection therewith, and the
9 Parties and their counsel submit to the jurisdiction of the Court for purposes of
10 interpreting, implementing, and enforcing the settlement and all orders and judgments
11 entered in connection with this Agreement.
12
- 13 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
14 the Court shall first attempt to construe the provisions valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this
16 Agreement valid and enforceable.
- 17 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
18 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
19 Defendant contends that the Released PAGA Claims have no merit and do not give
20 rise to liability. This Agreement is a compromise of disputed claims. Nothing
21 contained in this Agreement and no documents referred to and no action taken to carry
22 out this Agreement may be construed or used as an admission by or against the
23 Defendant or Plaintiff or PAGA Counsel as to the merits or lack thereof of the claims
24 asserted. Other than as may be specifically set forth herein, each Party shall be
25 responsible for and shall bear its/his own attorney's fees and costs.
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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2
3 DATED: 04/04/24

Savannah L. Burnett
Savannah L. Burnett (Apr 4, 2024 07:51 PDT)
SAVANNAH L. BURNETT

4
5
6
7
8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

9
10 DATED: 4/17/24


O'NEILL BEVERAGES CO. LLC

11
12
13 Name

14
15
16 Title

Jeff O'Neill

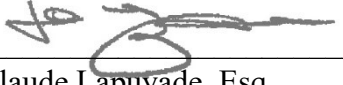
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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: April 4, 2024

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: April 4, 2024

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: March 29, 2024

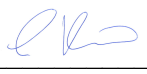
BIBIYAN LAW GROUP, P.C.

By: David S. Bibiyan
David Bibiyan, Esq.

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: April 18, 2024

JACKSON LEWIS, P.C.

By: 
Andrew Kozlow, Esq.

Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by former California employees against O'Neill Beverages Co. LLC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff Savannah L. Burnett ("Plaintiff") claimed that she and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees ("Aggrieved Employees") at any time between November 1, 2020, through January 28, 2024 ("PAGA Period").

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

This check was issued pursuant to the terms of the PAGA settlement in Marin Superior Court Case No. CIV2200067. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

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



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

November 1, 2021

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

O'NEILL BEVERAGES CO. LLC

c/o JEFFREY BRYAN O'NEILL

8418 S. Lac Jac Ave.

Parlier, CA 93648

Sent Via Certified Mail & Return Receipt No. 7021 0350 0000 8465 3264

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 LUTHER RODDY ("Plaintiff") and other aggrieved employees in a proposed class and representative action against O'NEILL BEVERAGES CO. LLC ("Defendant"). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendant in California from January of 2020 to August of 2021. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

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

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

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

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

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

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members

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

Very truly yours,
JCL LAW FIRM, APC

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

Jean-Claude Lapuyade, Esq.

Enclosure (1)

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar # 290572)

5440 Morehouse Drive Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

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ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland Hom (State Bar #327243)

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San Diego, CA 92121

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

LUTHER RODDY, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

O'NEILL BEVERAGES CO. LLC, a Delaware
Limited Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

VIOLATION OF CAL. LAB. CODE § 226;
7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;
8) UNPAID SICK PAY IN VIOLATION OF
CAL. LAB. CODE § 246;
9) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY; and
10) VIOLATION OF GOVT. CODE § 12940 –
RACIAL DISCRIMINATION

DEMAND FOR A JURY TRIAL

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

THE PARTIES

1. Defendant O’NEILL BEVERAGES CO. LLC (“DEFENDANT”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, county of Marin, and owns, operates, and/or manages wineries and distilleries.

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

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

1 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
2 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
3 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
4 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
5 Defendants' agents, servants and/or employees.

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

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

17 6. PLAINTIFF was employed by DEFENDANT in California from January of 2020
18 to August of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
19 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of
20 minimum and overtime wages due for all time worked.

21 7. PLAINTIFF brings this Class Action on behalf of himself and a California class,
22 defined as all persons who are or previously were employed by DEFENDANT in California and
23 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
24 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
25 by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the
26 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

27 8. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
28 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during

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

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

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

18 **JURISDICTION AND VENUE**

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

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

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THE CONDUCT

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

A. Meal Period Violations

14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's demanding work requirements as a fork lift operator, and

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

11 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
12 requirements, being required to tend to DEFENDANTS’ winery and distillery operations at all
13 times, and DEFENDANTS’ inadequate staffing practices, PLAINTIFF and other CALIFORNIA
14 CLASS Members were from time to time unable to take thirty (30) minute off-duty meal breaks
15 and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA
16 CLASS Members were required from time to time to perform work as ordered by DEFENDANTS
17 for more than five (5) hours during some shifts without receiving a meal break. Further,
18 DEFENDANTS from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS
19 Members with a second off-duty meal period for some workdays in which these employees were
20 required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the
21 work performed by PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for
22 limited and narrowly construed “on-duty” meal period exception. When they were provided with
23 meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
24 required to remain on duty and on call. PLAINTIFF and other CALIFORNIA CLASS Members
25 therefore forfeited meal breaks without additional compensation and in accordance with
26 DEFENDANTS’ strict corporate policy and practice.

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1 **B. Rest Period Violations**

2 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS members were also required from time to time to work in excess of four
4 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work
5 requirements, being required to tend to DEFENDANTS' winery and distillery operations at all
6 times, , and DEFENDANTS' inadequate staffing. Further, for the same reasons these employees
7 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least
8 two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10)
9 minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a
10 first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
11 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
12 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or
13 on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-
14 hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
15 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to
16 time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

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

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

27 18. State law provides that employees must be paid overtime at one-and-one half times
28 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were

1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
2 employee's performance.

3 19. The second component of PLAINTIFF's and other CALIFORNIA CLASS
4 Member's compensation was DEFENDANTS' non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
6 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus, and/or commission compensation when the employees met
8 the various performance goals set by DEFENDANTS. Additionally, DEFENDANT gave
9 PLAINTIFF and the CALIFORNIA CLASS received bonuses when the employees met various
10 performance goals set by DEFENDANT.

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

25 21. As a matter of law, the incentive and commission compensation received by
26 PLAINTIFFS and other CALIFORNIA CLASS members must be included and correctly
27 calculated into the "regular rate of pay" for purposes of overtime compensation, meal and rest
28 period premiums, and sick pay. DEFENDANTS' failure to do so has resulted in DEFENDANTS'

1 systematic underpayment of overtime compensation, meal and rest period premiums, and sick pay
2 to PLAINTIFF and other CALIFORNIA CLASS members. Specifically, California Labor Code
3 Section 246 mandates that paid sick time for non-employees shall be calculated in the same
4 manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid
5 sick time, whether or not the employee actually works overtime in that workweek.
6 DEFENDANT’S conduct, as articulated herein, by failing to include the incentive compensation
7 as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal.
8 Lab. Code § 246.

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

19 **D. Wage Statement Violations**

20 23. California Labor Code Section 226 requires an employer to furnish its employees
21 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked,
22 (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net
23 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
24 of the employee and only the last four digits of the employee’s social security number or an
25 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
27 period and the corresponding number of hours worked at each hourly rate by the employee.
28

1 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other
2 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
3 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
4 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
5 wage statements which failed to show, among other things, the total hours worked and all
6 applicable hourly rates in effect during the pay period and the corresponding amount of time
7 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
8 periods.

9 25. In addition to the violations described above, DEFENDANTS, from time to time,
10 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
11 that comply with Cal. Lab. Code § 226. Specifically, DEFENDANTS failed to include the correct
12 total number of hours worked on the wage statements.

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

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

18 27. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
19 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA
20 CLASS for all hours worked. Specifically, DEFENDANT from time-to-time required
21 PLAINTIFF and the other members of the CALIFORNIA CLASS to perform off-the-clock pre-
22 shift and post-shift work.

23 28. During the CLASS PERIOD, from time-to-time DEFENDANTS required
24 PLAINTIFF and other members of the CALIFORNIA CLASS to perform work off-the-clock,
25 including but not limited to, being required to tend to DEFENDANTS' winery and distillery
26 operations during meal breaks. This resulted in PLAINTIFF and other members of the
27 CALIFORNIA CLASS to have to work while off-the-clock.

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

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

31. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed, including pre-shift, post shift and during meal period off-the-clock work.

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

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

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

35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent tending to the operational needs of DEFENDANTS' wineries and distilleries while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

F. Plaintiff's Individual Claims

36. On August 31, 2021, PLAINTIFF was terminated from his employment. PLAINTIFF is African-American.

1 37. PLAINTIFF is informed and believes, and upon such information and belief
2 alleges, that, during PLAINTIFF's employment with DEFENDANT and at the time of his
3 termination, DEFENDANT'S business in particular is comprised of employees who are not
4 African-American. PLAINTIFF is African-American. PLAINTIFF never felt that he was
5 accepted by DEFENDANT and some of his fellow employees because of his race.

6 38. PLAINTIFF is informed and believes, and upon such information and belief
7 alleges, that, during PLAINTIFF's employment with DEFENDANT and at the time of his
8 termination, DEFENDANT hired and treated its non-African-American employees far better than
9 DEFENDANT treated PLAINTIFF, and solely on the basis that PLAINTIFF is African-
10 American.

11 39. Specifically, in or around March 12, 2021, PLAINTIFF was singled out at the
12 workplace when DEFENDANT'S Manager Danny Rubalcava and Supervisor Neil Hilleary
13 demanded that PLAINTIFF stay away from a specific location at DEFENDANT'S workplace.
14 PLAINTIFF is informed and believes, and upon such information and belief, alleges that,
15 DEFENDANT'S demands were made to PLAINTIFF on the basis that PLAINTIFF is African-
16 American. Following the March 12, 2021 incident, DEFENDANT suspended PLAINTIFF
17 without pay, escorted off the premises, and ordered to remain off the premises until after his
18 suspension. On March 17, 2021, PLAINTIFF returned to work.

19 40. In or around August of 2021, PLAINTIFF was reprimanded and suspended for a
20 mistake regarding the wrong glasses for use at DEFENDANT's workplace. However, the mistake
21 was of no fault of PLAINTIFF. Despite the foregoing, DEFENDANT suspended PLAINTIFF on
22 August 24, 2021. Shortly thereafter, on August 31, 2021, PLAINTIFF was terminated from his
23 employment with DEFENDANT.

24 41. PLAINTIFF is informed and believes, and upon such information and belief
25 alleges, that, DEFENDANT's conduct in terminating him was part of a pattern of behavior by
26 DEFENDANT aimed at removing African-American employees like PLAINTIFF.

42. PLAINTIFF filed a complaint with the California Department of Fair Employment and Housing and received a “right to sue” letter on [REDACTED] thereby exhausting his administrative remedies.

G. CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 22 a. Inconsistent or varying adjudications with respect to individual members of the
23 CALIFORNIA CLASS which would establish incompatible standards of conduct
24 for the parties opposing the CALIFORNIA CLASS; and/or,
25 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
26 which would as a practical matter be dispositive of the interests of the other
27 members not party to the adjudication or substantially impair or impeded their
28 ability to protect their interests.

1 55. Class treatment provides manageable judicial treatment calculated to bring an
2 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
3 the conduct of DEFENDANTS.

4 **FIRST CAUSE OF ACTION**

5 **Unlawful Business Practices**

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

7 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

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

17 Any person who engages, has engaged, or proposes to engage in unfair competition
18 may be enjoined in any court of competent jurisdiction. The court may make such
19 orders or judgments, including the appointment of a receiver, as may be necessary
20 to prevent the use or employment by any person of any practice which constitutes
21 unfair competition, as defined in this chapter, or as may be necessary to restore to
22 any person in interest any money or property, real or personal, which may have
23 been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code §
24 17203).

25 59. By the conduct alleged herein, DEFENDANT has engaged and continues to
26 engage in a business practice which violates California law, including but not limited to, the
27 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
28 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,

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

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

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

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

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

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

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

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

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

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

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

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

1 and economic harm unless DEFENDANT is restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

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

6 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

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

16 74. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a lesser wage than
18 the minimum so fixed is unlawful.

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

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

26 77. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
28

1 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
2 and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

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

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

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

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

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

27 83. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

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

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

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

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

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

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

25 86. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANT's willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
28

1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

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

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

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

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

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

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

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

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

26 98. DEFENDANTS knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
28 DEFENDANT systematically elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
2 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

105. 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.

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

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

108. 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.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code §§ 226)

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

109. 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.

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

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

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

111. When DEFENDANT did not accurately record PLAINTIFF's and other CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide an accurate wage statement in writing that properly and accurately itemizes all wages, and missed meal and rest periods and reporting time wages owed to PLAINTIFF and the other members of the CALIFORNIA CLASS and thereby also failed to set forth the correct wages earned by the employees. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned; and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of California Labor Code Section 226(a). In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

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

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code §§ 203)**

4 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 114. Cal. Lab. Code § 200 provides that:

9 As used in this article:

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

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

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

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

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention
23 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
24 Notwithstanding any other provision of law, an employee who quits without providing a
25 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
26 designates a mailing address. The date of the mailing shall constitute the date of payment
27 for purposes of the requirement to provide payment within 72 hours of the notice of
28 quitting.

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

118. 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.

119. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated, and DEFENDANT has not tendered payment of wages to these employees who were underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as required by law.

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

EIGHTH CAUSE OF ACTION

UNPAID SICK PAY

(Cal. Lab. Code § 246, *et seq.*)

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

121. 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.

122. Cal. Labor Code Sections 246(l)(1) mandates that "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

123. From time-to-time, during the PLAINTIFF and other members of the CALIFORNIA CLASS were compensated at an hourly rate plus bonuses. As a matter of law, the bonus compensation received by PLAINTIFF and other members of the CALIFORNIA CLASS must be included in the “regular rate of pay.”

124. From time-to-time during the CLASS PERIOD, in those pay periods where PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed to properly calculate the regular rate of pay for purposes of compensating paid sick time by omitting non-discretionary incentive pay from the regular rate of pay.

125. DEFENDANT's uniform policy and practice of omitting non-discretionary bonuses from the regular rate of pay for purposes of paying paid sick pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, including sick pay wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent sick pay is determined to be owed to other members of the CALIFORNIA CLASS who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the CALIFORNIA CLASS. DEFENDANT'S conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are entitled to seek and recover statutory costs.

NINTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Alleged by PLAINTIFF and against all Defendants)

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

1 127. PLAINTIFF's wrongful termination on or about August 31, 2021 was for a
2 pretextual reason(s) to disguise DEFENDANT's unlawful employment practices directed at
3 PLAINTIFF.

4 128. Within the State of California there exists a substantial and fundamental public
5 policy, set forth in the California Government Code §12900 et seq., which forbids racial
6 harassment/discrimination, retaliation, and wrongful termination. Unlawful harassment includes
7 the right to be free from unwanted, offensive harassment, and the right to protest such conduct
8 without fear of retaliation or further harm. This public policy of the state is one that benefits the
9 public at large and guarantees the rights of an employee to perform their work free from racial
10 harassment/discrimination/retaliation.

11 129. The motivating reason(s) for PLAINTIFF's termination was racial
12 harassment/discrimination and PLAINTIFF's protests and/or resistance thereof. PLAINTIFF's
13 discharge from his position of employment was in violation of the public policies of the State of
14 California.

15 130. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial
16 losses in earnings and employment benefits and emotional distress in an amount to be determined
17 according to proof at trial.

18 131. In doing the acts herein alleged, DEFENDANT acted with malice and oppression,
19 and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary
20 and punitive damages from DEFENDANT in an amount to be determined to punish
21 DEFENDANT and to deter such wrongful conduct in the future.

22 132. PLAINTIFF was harmed by DEFENDANT'S wrongful and illegal termination of
23 his employment.

24 133. The wrongful termination of the employment of PLAINTIFF was and is a
25 substantial factor causing harm to PLAINTIFF.

26 134. On , PLAINTIFF filed a complaint with the Department of Fair
27 Employment & Housing ("DFEH"), and received an immediate Right to Sue that same day. (See
28 Exhibit #_).

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of the CALIFORNIA CLASS; and

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

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation and separately owed rest periods, due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On Plaintiff's individual claims:

- a. For all special damages which were sustained as a result of DEFENDANT's conduct, including but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the practices of DEFENDANT.
- b. For all exemplary damages, according to proof, which were sustained as a result of

DEFENDANT's conduct.

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

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

e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

4. On all claims:

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

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

c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

DATED: October __, 2021

ZAKAY LAW GROUP, APLC

By:_____

Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: October __, 2021

ZAKAY LAW GROUP, APLC

By:_____

Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Roddy v. O'Neil Wine (002-263)							
09/09/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	1:24	770.00	770.00
09/13/2021	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	550.00	3:30	1,925.00	2,695.00
09/16/2021	No	Jean Claude Lapuyade	Prepared Engagement Packet	550.00	2:00	1,100.00	3,795.00
09/20/2021	No	Jean Claude Lapuyade	Legal Research - Meal and Rest (Augustus Claims)	550.00	5:00	2,750.00	6,545.00
10/29/2021	No	Jean Claude Lapuyade	Drafted PAGA notice	550.00	4:30	2,475.00	9,020.00
01/20/2022	No	Jean Claude Lapuyade	TCW Client Re Case Status	550.00	0:42	385.00	9,405.00
01/21/2022	No	Jean Claude Lapuyade	Phone Call with Mr. Roddy	550.00	1:00	550.00	9,955.00
02/14/2022	No	Jean Claude Lapuyade	Phone Call with Client - Status	550.00	0:42	385.00	10,340.00
03/15/2022	No	Jean Claude Lapuyade	Phone Call with client re Unemploment	550.00	0:36	330.00	10,670.00
06/01/2022	No	Sydney Castillo-Johnson	Case management - emails re CMC	400.00	0:18	120.00	10,790.00
06/25/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Settlement	550.00	0:24	220.00	11,010.00
07/06/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Evidentiary Hearing	550.00	0:24	220.00	11,230.00
07/12/2022	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	550.00	0:36	330.00	11,560.00
07/13/2022	No	Jean Claude Lapuyade	Emails to/from Co-Counsel Re Settlement Offer	550.00	0:18	165.00	11,725.00
07/18/2022	No	Jean Claude Lapuyade	Case Management - Drafted Revised CMS	550.00	1:00	550.00	12,275.00
07/18/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re CMS	550.00	0:30	275.00	12,550.00
07/25/2022	No	Jean Claude Lapuyade	Case Management - TCW Opposing Counsel Re Arbitration	550.00	0:30	275.00	12,825.00
08/05/2022	No	Jean Claude Lapuyade	Case Management - Attended CMC	550.00	1:00	550.00	13,375.00
08/21/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Settlement Offer	550.00	0:24	220.00	13,595.00
09/03/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Case Status	550.00	0:30	275.00	13,870.00
09/06/2022	No	Jean Claude Lapuyade	Discovery - Drafted Edited and Revised SI (Set 1)	550.00	1:00	550.00	14,420.00
09/20/2022	No	Jean Claude Lapuyade	Discovery - Drafted Revised and Edited SI (Set 1)	550.00	2:30	1,375.00	15,795.00
10/05/2022	No	Jean	Case Management - Emails to/from OC Re Case Status	550.00	0:18	165.00	15,960.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/11/2022	No	Claude Lapuyade Jean Claude Lapuyade	Case Management - TCW OC Re Motion to Compel	550.00	0:24	220.00	16,180.00
10/27/2022	No	Claude Lapuyade Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	16,345.00
10/27/2022	No	Claude Lapuyade Jean Claude Lapuyade	Case Management - TCW Client Re Status	550.00	0:48	440.00	16,785.00
11/08/2022	No	Claude Lapuyade Jean Claude Lapuyade	Discovery - R&R Defendant's Discovery Response SI (Set 1)	550.00	1:30	825.00	17,610.00
11/11/2022	No	Sydney Castillo-Johnson Sydney Castillo-Johnson	Case management - review CMS	400.00	0:12	80.00	17,690.00
11/15/2022	No	Sydney Castillo-Johnson Sydney Castillo-Johnson	Review joint CMS	300.00	0:18	90.00	17,780.00
11/15/2022	No	Monnett DeLaTorre Monnett DeLaTorre	Further strategy meeting with Attorney Castillo-Johnson regarding reimbursement claim in notice and not in complaint.	500.00	0:06	50.00	17,830.00
11/15/2022	No	Monnett DeLaTorre Monnett DeLaTorre	Strategy discussion with Attorney Castillo-Johnson regarding scope of claims to include in Case Management Statement given scope within notice versus complaint.	500.00	0:06	50.00	17,880.00
11/18/2022	No	Sydney Castillo-Johnson Sydney Castillo-Johnson	Discovery - emails re M&C	400.00	0:24	160.00	18,040.00
11/18/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Legal Research - Issues Related to Discovery M&C Letter	550.00	2:24	1,320.00	19,360.00
11/18/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Case Management - TCW Client Re Status	550.00	1:00	550.00	19,910.00
11/21/2022	No	Monnett DeLaTorre Monnett DeLaTorre	Prepare detailed meet and confer letter to opposing counsel regarding improper discovery responses and prepare draft Belaire Notice.	500.00	2:30	1,250.00	21,160.00
11/23/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited M&C Letter Si (Set 1)	550.00	1:18	715.00	21,875.00
11/23/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Discovery - R&R M&C Letter Re SI (Set 1)	550.00	0:36	330.00	22,205.00
11/23/2022	No	Sydney Castillo-Johnson Sydney Castillo-Johnson	Discovery - emails re M&C	400.00	0:12	80.00	22,285.00
11/30/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:30	275.00	22,560.00
12/06/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Case Management - Attended CMC	550.00	1:06	605.00	23,165.00
12/07/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Legal Research - Arbitration and PAGA Post Viking State Court Rulings	550.00	5:42	3,135.00	26,300.00
12/12/2022	No	Sydney Castillo-Johnson Sydney Castillo-Johnson	Law and motion - emails re MTC arb	400.00	0:30	200.00	26,500.00
12/15/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re MTC Arb.	550.00	2:00	1,100.00	27,600.00
12/18/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Law and Motion - R&R Defendant's Motion to Compel	550.00	2:30	1,375.00	28,975.00
12/18/2022	No	Jean Claude Lapuyade Jean Claude Lapuyade	Discovery - Email to/from OC Re Extension on Discovery MTC Deadline	550.00	0:24	220.00	29,195.00
12/19/2022	No	Monnett DeLaTorre Monnett DeLaTorre	Review and respond to multiple emails from opposing counsel regarding Motion to Compel Arbitration and requests to extend pending motion to compel deadlines.	500.00	0:12	100.00	29,295.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/20/2022	No	Sydney Castillo-Johnson	Discovery - emails re MTC deadline	400.00	0:18	120.00	29,415.00
01/02/2023	No	Jean Claude Lapuyade	Legal Research - Opposed to Motion to Compel	550.00	3:42	2,035.00	31,450.00
01/04/2023	No	Monnett DeLaTorre	Review memorandum of points and authorities in support of Motion to Compel Arbitration, review Arbitration Agreement and prepare comments and analysis of key points and prepare summary of findings and overall key arguments for opposition.	500.00	2:30	1,250.00	32,700.00
01/08/2023	No	Sydney Castillo-Johnson	Case management - case meeting	300.00	0:12	60.00	32,760.00
01/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:18	165.00	32,925.00
01/24/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC ReMTC Deadline	550.00	0:18	165.00	33,090.00
02/22/2023	No	Monnett DeLaTorre	Detailed Review of Defendant's moving papers including Declarations and Exhibits, perform legal research as to various points including Viking River and Procedural and Substantive unconscionability and prepare Opposition to Motion to Compel Arbitration.	500.00	7:00	3,500.00	36,590.00
02/22/2023	No	Monnett DeLaTorre	Prepare Attorney Declaration in support of Opposition.	500.00	0:24	200.00	36,790.00
02/24/2023	No	Monnett DeLaTorre	Supplemental preparation of Opposition to Motion to Compel Arbitration to include specific facts and arguments provided by client during discussion and evidenced within Declaration.	500.00	2:30	1,250.00	38,040.00
02/24/2023	No	Monnett DeLaTorre	Multiple teleconference with client and prepare Declaration to be used to support Opposition.	500.00	2:30	1,250.00	39,290.00
02/27/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Opposition to Motion to Compel	550.00	2:06	1,155.00	40,445.00
03/09/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Court's tentative	550.00	1:00	550.00	40,995.00
03/10/2023	No	Monnett DeLaTorre	Settlement - Emails to/from OC Re SAR	500.00	0:18	150.00	41,145.00
03/13/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Notice of New Authority	550.00	2:00	1,100.00	42,245.00
03/13/2023	No	Monnett DeLaTorre	Review original motion and supporting papers filed by Defendant, review opposition and supporting declaration, review reply brief and additional declaration filed, review tentative ruling and prepare key arguments in preparation for hearing.	500.00	3:30	1,750.00	43,995.00
03/15/2023	No	Monnett DeLaTorre	Attend motion to compel arbitration hearing and provide summary update to litigation team regarding court setting evidentiary hearing.	500.00	1:12	600.00	44,595.00
03/15/2023	No	Monnett DeLaTorre	Teleconference with Mr. Roddy to discuss Court's tentative ruling, setting of evidentiary hearing, relevant points regarding hearing and next steps in the process.	500.00	0:30	250.00	44,845.00
03/23/2023	No	Jean Claude Lapuyade	Law and Motion - Emials to/from OC Re Evidentiary Hearing	550.00	0:24	220.00	45,065.00
04/04/2023	No	Monnett DeLaTorre	Teleconference with client to discuss upcoming evidentiary hearing.	500.00	0:18	150.00	45,215.00
04/06/2023	No	Sydney Castillo-Johnson	Discovery - emails re MTC deadline and evidentiary hearing	400.00	0:18	120.00	45,335.00
04/11/2023	No	Monnett DeLaTorre	Review declaration of Palmira Licon in detail and prepare Cross-Examination outline, prepare objection list and prepare closing argument in preparation for evidentiary hearing.	500.00	3:30	1,750.00	47,085.00
04/11/2023	No	Monnett DeLaTorre	Review Plaintiff's initial declaration, review notes regarding prior information provided by client related to onboarding, review declaration of Palmira Licon and begin preparing direct examination questions to be discussed with the client.	500.00	3:42	1,850.00	48,935.00
04/11/2023	No	Monnett DeLaTorre	Teleconference with client to discuss evidentiary hearing and additional relevant questions for purposes of the evidentiary hearing.	500.00	0:12	100.00	49,035.00
04/16/2023	No	Monnett DeLaTorre	Appear for Evidentiary hearing to inform the court of agreement as to continuance and speak to client regarding hearing being continued.	500.00	0:30	250.00	49,285.00
04/16/2023	No	Monnett DeLaTorre	Teleconference with client to advise as to postponement of evidentiary hearing due to Defendant's inability to produce witness.	500.00	0:12	100.00	49,385.00
04/16/2023	No	Monnett DeLaTorre	Review and respond to email from opposing counsel regarding need to push evidentiary hearing again.	500.00	0:06	50.00	49,435.00
05/09/2023	No	Jean	Discovery - Emails to/from OC Re MTC Deadline Extension	550.00	0:18	165.00	49,600.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/22/2023	No	Claude Lapuyade Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Hearing	550.00	0:30	275.00	49,875.00
05/23/2023	No	Monnett DeLaTorre	Email to opposing counsel confirming witness is available for evidentiary hearing.	500.00	0:06	50.00	49,925.00
05/25/2023	No	Sydney Castillo-Johnson	Case management - emails re evidentiary hearing summary	400.00	0:36	240.00	50,165.00
05/25/2023	No	Monnett DeLaTorre	Prepare for evidentiary hearing with Mr. Roddy, prepare and review outline of cross, review prior submitted declarations, prior tentative and appear for evidentiary hearing.	500.00	3:30	1,750.00	51,915.00
05/26/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from MDT Re Discovery Hearing	550.00	1:00	550.00	52,465.00
06/05/2023	No	Sydney Castillo-Johnson	Case management - emails re claims	400.00	0:18	120.00	52,585.00
06/13/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	52,805.00
06/13/2023	No	Sydney Castillo-Johnson	Mediation - emails re mediation and confirmation date	400.00	0:12	80.00	52,885.00
06/19/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Deadline	550.00	0:12	110.00	52,995.00
06/21/2023	No	Sydney Castillo-Johnson	Case management - review client update email	400.00	0:12	80.00	53,075.00
06/22/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Stip to Stay	550.00	1:30	825.00	53,900.00
06/27/2023	No	Sydney Castillo-Johnson	Mediation - draft data demand and stip to stay	400.00	0:48	320.00	54,220.00
06/27/2023	No	Maria Watters	Sent draft Stip to Stay and Data Demand to OC	175.00	0:30	87.50	54,307.50
06/28/2023	No	Sydney Castillo-Johnson	Mediation - emails re stip to stay and data demand, scope of mediation	400.00	0:42	280.00	54,587.50
06/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	550.00	0:30	275.00	54,862.50
07/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data	550.00	0:18	165.00	55,027.50
07/13/2023	No	Sydney Castillo-Johnson	Mediation - emails re stip to stay and demographics	400.00	0:24	160.00	55,187.50
07/14/2023	No	Sydney Castillo-Johnson	Mediation - emails re stip to stay	400.00	0:18	120.00	55,307.50
07/21/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Stay	550.00	0:18	165.00	55,472.50
07/21/2023	No	Sydney Castillo-Johnson	Mediation - emails re stip to stay	400.00	0:18	120.00	55,592.50
08/07/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	55,812.50
08/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:48	440.00	56,252.50
08/11/2023	No	Sydney Castillo-Johnson	Mediation - emails re data follow up	400.00	0:18	120.00	56,372.50

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/16/2023	No	Jean Claude Lapuyade	Discovery - Emails to from OC Re Mediation Data	550.00	1:00	550.00	56,922.50
08/16/2023	No	Sydney Castillo-Johnson	Mediation - emails re sampling, demographics, and scope of mediation	400.00	1:00	400.00	57,322.50
08/24/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	57,542.50
08/25/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	57,927.50
08/25/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	58,202.50
08/25/2023	No	Sydney Castillo-Johnson	Mediation - emails re cancellation/production deadlines	400.00	0:12	80.00	58,282.50
08/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:48	440.00	58,722.50
09/07/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:48	440.00	59,162.50
09/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	59,382.50
09/18/2023	No	Sydney Castillo-Johnson	Mediation - emails re data production	400.00	0:36	240.00	59,622.50
09/18/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data	550.00	0:30	275.00	59,897.50
09/19/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	0:18	165.00	60,062.50
09/19/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis	550.00	0:42	385.00	60,447.50
09/19/2023	No	Sydney Castillo-Johnson	Mediation - emails re data and expert	400.00	0:42	280.00	60,727.50
09/20/2023	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Class Data	550.00	1:12	660.00	61,387.50
09/22/2023	No	Sydney Castillo-Johnson	Legal Research - RROP Issues for mediation Brief	400.00	3:18	1,320.00	62,707.50
09/25/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	62,982.50
09/27/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	63,147.50
09/28/2023	No	Sydney Castillo-Johnson	Mediation - emails re add'l data and information	400.00	0:54	360.00	63,507.50
09/29/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	1:00	550.00	64,057.50
10/02/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	64,442.50
10/02/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:36	330.00	64,772.50
10/02/2023	No	Jean Claude	Legal Research - 226 and Total Hours Worked Claim	550.00	4:36	2,530.00	67,302.50

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/04/2023	No	Lapuyade Jean Claude	Discovery _ R&R Mediation Data (Wage Statements)	550.00	3:36	1,980.00	69,282.50
10/05/2023	No	Lapuyade Jean Claude	Law and Motion - TCW Client for Mediation Brief	550.00	1:00	550.00	69,832.50
10/06/2023	No	Lapuyade Jean Claude	Discovery - Emails to/from OC RE Mediation Data	550.00	0:24	220.00	70,052.50
10/09/2023	No	Lapuyade Jean Claude	Case Management - Emails to/from PLA Counsel in Related Case Re Mediation	550.00	0:24	220.00	70,272.50
10/09/2023	No	Lapuyade Jean Claude	Discovery - R&R Expert Report	550.00	3:30	1,925.00	72,197.50
10/10/2023	No	Lapuyade Sydney Castillo- Johnson	Legal Research - RROP and shift differentials	400.00	0:42	280.00	72,477.50
10/11/2023	No	Lapuyade Jean Claude	Discovery - Emails to/from OC Re Data	550.00	0:18	165.00	72,642.50
10/12/2023	No	Lapuyade Jean Claude	Discovery - Emails to/from OC Mediation Data	550.00	0:12	110.00	72,752.50
10/12/2023	No	Lapuyade Jean Claude	Discovery - R&R Employee Handbook	550.00	1:18	715.00	73,467.50
10/16/2023	No	Lapuyade Sydney Castillo- Johnson	Emails re JPA and mediation brief	400.00	0:48	320.00	73,787.50
10/17/2023	No	Lapuyade Sydney Castillo- Johnson	Emails re MOU	400.00	0:18	120.00	73,907.50
10/17/2023	No	Lapuyade Jean Claude	Mediation - Attended Mediation	550.00	8:30	4,675.00	78,582.50
10/18/2023	No	Lapuyade Jean Claude	Mediation - Emails to/from Mediator Re Proposal	550.00	1:00	550.00	79,132.50
10/20/2023	No	Lapuyade Jean Claude	Mediation - Emails to/from Mediator and Proposal	550.00	0:24	220.00	79,352.50
10/24/2023	No	Lapuyade Jean Claude	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	79,627.50
11/15/2023	No	Lapuyade Sydney Castillo- Johnson	Settlement - Emails to/from OC Re MOU	400.00	0:30	200.00	79,827.50
11/20/2023	No	Lapuyade Jean Claude	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	80,047.50
11/21/2023	No	Lapuyade Jean Claude	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	80,322.50
11/29/2023	No	Lapuyade Jean Claude	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	80,597.50
12/05/2023	No	Lapuyade Jean Claude	Pleadings - Drafted, Revised and Reviewed FAC and Stip for Leave	550.00	2:00	1,100.00	81,697.50
12/07/2023	No	Perssia Razma	drafted FAC	350.00	0:30	175.00	81,872.50
12/18/2023	No	Lapuyade Jean Claude	Pleadings - Drafted, Revised and Edited Stip to File FAC and FAC	550.00	1:42	935.00	82,807.50
12/20/2023	No	Lapuyade Sydney Castillo-	Settlement - emails re MOU and SAR	400.00	0:18	120.00	82,927.50

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/27/2023	No	Johnson Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Amended Complaint	550.00	0:30	275.00	83,202.50
12/27/2023	No	Sydney Castillo- Johnson	Settlement - draft SAR and request admin bids	400.00	3:24	1,360.00	84,562.50
12/28/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC RE Stip for Leave	550.00	0:30	275.00	84,837.50
12/28/2023	No	Sydney Castillo- Johnson	Case management - emails re stip, FAC, and SAR	400.00	0:18	120.00	84,957.50
12/29/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from Co Counsel Re Fine of FAC	550.00	0:18	165.00	85,122.50
01/05/2024	No	Sydney Castillo- Johnson	Settlement - emails re MOU	400.00	0:30	200.00	85,322.50
01/05/2024	No	Jean Claude Lapuyade	Case Management - R&R Defense CMS	550.00	0:18	165.00	85,487.50
01/05/2024	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re FAC	550.00	0:24	220.00	85,707.50
01/08/2024	No	Sydney Castillo- Johnson	Settlement - emails re signatures	400.00	0:12	80.00	85,787.50
01/10/2024	No	Sydney Castillo- Johnson	Settlement - revise SAR	400.00	0:24	160.00	85,947.50
01/12/2024	No	Sydney Castillo- Johnson	Settlement - emails re SAR	400.00	0:24	160.00	86,107.50
01/12/2024	No	Jean Claude Lapuyade	Settlement - Revised and Edited SAR	550.00	1:42	935.00	87,042.50
01/16/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	87,207.50
01/16/2024	No	Sydney Castillo- Johnson	Settlement - emails re SAR	400.00	0:06	40.00	87,247.50
01/18/2024	No	Sydney Castillo- Johnson	Settlement - emails re SAR	400.00	0:06	40.00	87,287.50
01/18/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:12	110.00	87,397.50
01/19/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:12	110.00	87,507.50
01/22/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	87,727.50
01/22/2024	No	Sydney Castillo- Johnson	Settlement - emails re SAR	400.00	0:12	80.00	87,807.50
01/25/2024	No	Sydney Castillo- Johnson	Case management - case meeting	400.00	0:12	80.00	87,887.50
01/30/2024	No	Sydney Castillo- Johnson	Settlement - emails re SAR	400.00	0:18	120.00	88,007.50
02/05/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	88,282.50
02/05/2024	No	Sydney	Settlement - emails re SAR	400.00	0:18	120.00	88,402.50

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/09/2024	No	Castillo-Johnson Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	88,677.50
02/16/2024	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re SAR	400.00	0:24	160.00	88,837.50
02/20/2024	No	Jennifer Heming	Email to OC re MTC	150.00	0:06	15.00	88,852.50
02/20/2024	No	Sydney Castillo-Johnson	Case management - emails re MTC and revisions to SAR	400.00	0:24	160.00	89,012.50
03/01/2024	No	Sydney Castillo-Johnson	Case management - call with OC emails re summary	400.00	0:12	80.00	89,092.50
03/04/2024	No	Sydney Castillo-Johnson	Settlement - review OC revisions and emails re SAR	400.00	0:30	200.00	89,292.50
03/05/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	400.00	0:24	160.00	89,452.50
03/25/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	400.00	0:12	80.00	89,532.50
03/29/2024	No	Sydney Castillo-Johnson	Case management - review OC revisions to SAR; revise and finalize SAR; emails re MPA	400.00	0:48	320.00	89,852.50
03/29/2024	No	Jennifer Heming	Review LRs re motion hearing dates.	150.00	0:30	75.00	89,927.50
03/29/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re PAGA SAR	550.00	0:18	165.00	90,092.50
04/01/2024	No	Jean Claude Lapuyade	Settlement - R&R Additional Def. Changes to SAR and Emails to/from OC Re Same	550.00	0:48	440.00	90,532.50
04/04/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from All Counsel Re SAR Execution	550.00	0:24	220.00	90,752.50
04/05/2024	No	Sydney Castillo-Johnson	Legal Research - PAGA settlement approval standards	400.00	2:24	960.00	91,712.50
04/05/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR; revise SAR	400.00	0:24	160.00	91,872.50
04/08/2024	No	Jean Claude Lapuyade	La wand Motion - Revised and Edited PAGA Approval Motion (*P&As and Supporting JCL Dec.)	550.00	3:06	1,705.00	93,577.50
04/08/2024	No	Sydney Castillo-Johnson	Law and Motion - draft motion for settlement approval	400.00	4:12	1,680.00	95,257.50
04/09/2024	No	Jennifer Heming	Email to OC re MTC	150.00	0:12	30.00	95,287.50
04/09/2024	No	Sydney Castillo-Johnson	Law and Motion - revise SA P&As	400.00	0:48	320.00	95,607.50
04/12/2024	No	Jean Claude Lapuyade	Law and motion - Revised and Edited P&As for approval motion	550.00	2:06	1,155.00	96,762.50
04/15/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR signatures	400.00	0:12	80.00	96,842.50
04/17/2024	No	Sydney Castillo-Johnson	Law and motion - revise settlement approval motion	400.00	0:24	160.00	97,002.50
04/23/2024	No	Sydney Castillo-Johnson	Settlement - emails re signatures and MPA	400.00	0:18	120.00	97,122.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
04/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	97,287.50
Total for Roddy v. O'Neil Wine (002-263)					190:36	\$97,287.50	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Roddy v. O'Neil Wine (002-263)						
11/02/2021	Expense		LWDA		75.00	75.00
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	7.33	82.33
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	0.90	83.23
01/31/2022	Journal Entry	Jan 2022 Postage		Postage for Jan 2022	1.26	84.49
03/03/2022	Check	2750	Marin County Superior Court	No Invoice	1,000.00	1,084.49
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	0.53	1,085.02
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	1.10	1,086.12
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	3.02	1,089.14
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	5.45	1,094.59
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	1.90	1,096.49
07/31/2022	Journal Entry	July 2022 Postage		Postage for July 2022	1.62	1,098.11
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.40	1,098.51
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	1.14	1,099.65
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.40	1,100.05
09/30/2022	Journal Entry	Sept. 2022Postage		Postage for September 2022	1.14	1,101.19
11/17/2022	Expense		One Legal LLC	One Legal Order Number: 19303033 - Filing Fee Re: Plaintiff's Case Management Statement, Proof of Service	72.07	1,173.26
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	0.10	1,173.36
02/27/2023	Expense		One Legal LLC	One Legal Order no. 19904501 - Filing Fee Re: Plaintiff's Case Management Statement, Proof of Service	72.07	1,245.43
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	0.10	1,245.53
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.70	1,246.23
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.20	1,246.43
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.20	1,246.63
08/28/2023	Check	3992	Knox Attorney Services, Inc.	Inv. 4407507	56.50	1,303.13
09/20/2023	Check	3439	Serratore Law	Mediation	6,250.00	7,553.13
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.30	7,553.43
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	1.26	7,554.69
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.20	7,554.89
10/31/2023	Check	3500	Berger Consulting Group	Inv. 9416	1,980.00	9,534.89
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.40	9,535.29
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.10	9,535.39
02/06/2024	Check	3646	Knox Attorney Services, Inc.	Inv. 4422645 - Stipulation and Proposed Order, Proof of Service	56.50	9,591.89
Total for Roddy v. O'Neil Wine (002-263)					\$9,591.89	
TOTAL					\$9,591.89	

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. 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);