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Attorneys for Plaintiff BILLY DANIEL JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

BILLY DANIEL JR., an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

THE VASQUEZ COMPANY, a California
Corporation; and DOES 1 through 50,
Inclusive;

Defendants.

Case No. CIVSB2204403

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

Hearing Date: June 8, 2023

Hearing Time: 10:00 a.m

Judge: Hon. David Cohn

Dept.: S-26

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

7 2. This declaration is being submitted in support of the Motion for Approval of PAGA
8 Settlement with Defendant The Vasquez Company (“Defendant”).

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

11 4. A true and correct copy of Plaintiff Daniel’s February 24, 2022 PAGA Notice is attached
12 hereto as Exhibit #2.

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

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 March 31, 2023, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of Mach
18 31, 2023, is attached hereto as Exhibit #5.

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

21 INTRODUCTION

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

PROCEDURAL AND FACTUAL BACKGROUND

10. On February 24, 2022, Plaintiff Daniel, on behalf of himself and other Aggrieved Employees sent Defendant and the LWDA a PAGA Notice memorializing claims against Defendant for alleged violations of the California Labor Code (LWDA Case Number LWDA-CM-869993-22).

11. The 65-day "waiting period" on both Plaintiff Daniel's and Plaintiff Pereabras' right to file civil actions under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying either Plaintiff that they intended to investigate the claims in the respective PAGA Notices. To date, the LWDA still has not advised either of the Plaintiffs in this action of any intent to take action with respect to the claims in their respective PAGA Notice.

12. On April 28, 2022, Plaintiff Daniel filed a class action complaint against Defendant alleging eight causes of action for violations of the California Labor Code for the following: 1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200; 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; 5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512; 6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; 7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, & 203; and 8) Failure to Reimburse Employees for Requires Expenses in Violation of Cal. Lab. Code § 2802.

13. On June 21, 2022, Plaintiff Daniel filed a First Amended Complaint dismissing the class claims and alleging a single cause of action for violations of PAGA. On March 2, 2023, Defendant, Plaintiff Daniel and Plaintiff Pereabras stipulated to allow Plaintiff Daniel to file a Second Amended Complaint to add Plaintiff Pereabras as a named plaintiff and incorporate related claims and factual allegations for violations of the PAGA.

14. On December 5, 2022, the Parties attended a full-day mediation with experienced wage and hour class and PAGA action mediator Tripper Ortman, Esq. In advance of the with the mediation,

1 Defendant provided Plaintiffs with sufficient information to properly evaluate Defendant's liability
2 exposure for civil penalties to the Aggrieved Employees. Among the data and documents Defendant
3 produced included, but was not limited to, the total number Aggrieved Employees, pay periods, written
4 wage and hour policies, employee handbooks, and time and payroll records for the Aggrieved
5 Employees.

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

15 16. The Settlement is intended to fully and finally resolve the Released PAGA Claims
16 asserted by Plaintiffs on behalf of the Aggrieved Employees and State of California. This is only a
17 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
18 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
19 is not a PAGA claim. Nor does this Settlement waive Defendant's right to assert *res judicata* or other
20 available defenses to any asserted claim or lawsuit.

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

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1 **THE SETTLEMENT IS FAIR AND REASONABLE**

2 18. The Gross Settlement Amount of \$410,000.00 is fair and reasonable and, therefore,
3 should be approved.

4 19. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is
5 estimated at approximately \$2,796,800 in PAGA penalties.

6 20. Plaintiffs' consultant estimated Defendant's exposure as follows:

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8 Claim	Penalty Amount	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
9 <i>Rest Period Violations</i> 10 Cal. Labor Code §§ 11 226.7 and 512	\$50	4,676	20.1% of PAGA Pay Periods	\$233,800
12 <i>Meal Period Violations</i> 13 Cal. Labor Code §§ 14 226.7 and 512	\$50	4,676	20.1% of PAGA Pay Periods	\$233,800
15 <i>Wage Statement Violations</i> 16 Cal. Labor Code §§ 17 226 and 226.2	\$100	23,292	100% of PAGA Pay Periods	\$2,329,200

18 21. Plaintiffs alleged that Defendant had a policy in place which did not offer the Aggrieved
19 Employees an additional hour of compensation for rest period violations. Plaintiffs' expert identified a
20 20.1% violation rate for meal periods based upon the expert's review of time and payroll records.
21 Plaintiffs' expert analysis did not, however, take into account instances where meal periods were non-
22 compliant because an employee voluntarily waived a compliant break. Because rest periods are not
23 recorded, Plaintiffs' expert could not identify a violation rate. Plaintiffs therefore made the reasonable
24 assumption that rest period violations were committed at a rate similar to that of meal period violations.

25 22. Defendant argued that Plaintiffs' rest break claim would have mainly relied on the
26 testimony of Aggrieved Employees, making it a riskier claim. Establishing liability likely would have
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1 entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily
2 waived.

3 23. Based on an estimated 20.1% violation rate, Plaintiffs contended that their claim for rest
4 period violations was potentially worth approximately \$233,800. This was calculated by multiplying
5 20.1% of the number of total pay periods by a violation rate of \$50. The \$50 penalty rate was used for
6 a number of reasons in this instance. First, Defendant argued that increased civil penalties for
7 subsequent violations do not apply unless the plaintiff can present evidence that the Labor Commission
8 or a court notified the employer that it was in violation of the Labor Code. *Amaral v. Cintas Corp. No.*
9 *2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is violating a Labor
10 Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of
11 employees is a ‘violation’ subject to penalties.”].) Separately, Defendant also argued that courts have
12 considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington v. Starbucks*
13 *Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per
14 pay period). Accordingly, it is unlikely that Plaintiffs would recover full penalty amounts even if they
15 prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code
16 section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section
17 regulating hours and days of work, including meal period and rest period violations. Thus, because
18 section 558(a)(1) specifically provides for a civil penalty, Plaintiffs used a \$50 penalty per violation for
19 the meal and rest break claims.

20 24. Plaintiffs also allege that Defendant’s time records reflected non-compliant meal periods,
21 and also time-rounding on meal periods, which gave rise to a presumption of violations. Conversely,
22 Defendant asserted that it maintained facially compliant meal period policies and practices throughout
23 the PAGA Period. Moreover, Defendant argued that it did not engage in time rounding, but that instead,
24 employees often manually entered their meal break time-punches, resulting in artificial rounding by the
25 employees themselves. Thus, Defendant argued that there was no potential liability for Plaintiffs’
26 alleged meal period violations. Plaintiffs estimated the damages for this claim at \$233,800. This number
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1 was calculated by multiplying 20.1% of the number of total pay periods by a violation rate of \$50. The
2 \$50 penalty rate was used for the same reasons as stated above.

3 25. Plaintiffs alleged inaccurate wage statements based on a number of theories, as detailed
4 below. Plaintiffs' expert estimated that Defendant's exposure for this claim was approximately
5 \$2,329,200 in penalties. This was calculated by multiplying the total number of pay periods by a
6 violation rate of \$100 per pay period. Plaintiffs assumed a 100% violation rate for inaccurate wage
7 statements upon the various theories asserted below under which Plaintiffs alleged that the wage
8 statements of the Aggrieved Employees were inaccurate including: 1) failure to properly compensate
9 Aggrieved Employees pursuant to Defendant's reporting time pay policy; 2) failure to properly
10 compensate Aggrieved Employees their regular rate of pay purposes of overtime, doubletime, and sick
11 time; and 3) a facial defect on all wage statements of failure to include the proper employer address on
12 all wage statements pursuant to Labor Code Section 226(a)(8).

13 26. Plaintiffs alleged that throughout the PAGA Period, Defendant had in place an unlawful
14 On-Call Status Agreement that required Plaintiffs and Aggrieved Employees to report to work by
15 remaining on-call and available to work when Defendant needed them to answer questions and address
16 concerns. Yet, Defendant failed to provide them with half of their scheduled days' worth of work, in
17 violation of the applicable Wage Order's provision on "Reporting Time Pay". Defendant argued that
18 during those shifts when employees were not furnished with work for at least half of their scheduled
19 shift, they were compensated with reporting time pay accordingly, and thus received accurate wage
20 statements.

21 27. Plaintiffs also allege that Defendant miscalculated the regular rate of pay for purposes of
22 overtime, doubletime, sick time. Pursuant to Defendant's On-Call Status Agreement, Plaintiffs and
23 Aggrieved Employees were entitled to earned non-discretionary bonuses during those time when they
24 remained on-call. Plaintiffs alleged that Defendant failed to include the on-call bonus when calculating
25 the regular rate of pay for purposes of overtime, double time, and sick time compensation.

26 28. Plaintiffs also allege that Defendant violated Labor Code §226 by issuing wage
27 statements that listed an incorrect employer address. Defendant contends that the address listed on the
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1 Aggrieved Employee wage statements properly complies with the requirements of §226(a)(8), and
2 moreover, that even if the address were improper, employees suffered no injuries as a result of the
3 alleged error.

4 29. Plaintiffs alleged that Defendant required Plaintiffs and the Aggrieved Employees to
5 maintain clean uniforms. In order to do so, Plaintiffs and the Aggrieved Employees were required to
6 incur additional expenses and spend time off-the-clock to maintain the uniforms for which they were
7 not reimbursed or compensated. Further, Plaintiffs alleged that pursuant to Defendant's On-Call Status
8 Agreement, employees could be contacted via their personal cell phones to answer questions and
9 address concerns, however Defendant did not compensate or reimburse Aggrieved Employees for the
10 use of their personal cell phones. Defendant denied any liability for this claim. Defendant argued that
11 on the rare occasions where employees did incur business expenses, these expenses were fully
12 reimbursed.

13 30. In light of the above, the Gross Settlement Amount is approximately 15% of Defendant's
14 potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of
15 PAGA penalties through continued litigation.

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

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

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

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

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

(disagreeing with *Wesson* and creating a split among the Courts of Appeal on whether manageability is a prerequisite to bringing a PAGA claim).

36. Fourth, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot. See <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 civil penalties via a representative action. Plaintiffs view this initiative as a significant additional risk due to the potential limitation on their ability to recover penalties against Defendant should litigation continue.

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

1 obtained by Plaintiffs' Counsel is reasonable in light Defendant's arguments. Further, the adverse
2 decisions in *Viking River Cruises* and *Wesson* pose very significant, and even fatal, risk to Plaintiffs'
3 case.

4 38. Defendant's substantial compliance could also operate to prevent the imposition of
5 PAGA penalties.

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

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

13 **THE ATTORNEYS' FEES AND EXPENSES FAIR AND REASONABLE**

14 41. The requested Attorneys' Fee of \$136,666.67 and reimbursement of Attorneys' Expenses
15 of up to \$25,000.00 is fair, reasonable, and justified by the result achieved.

16 42. Plaintiffs' Counsel negotiated a recovery of \$410,000.00, and this result justifies the
17 requested fees equal to one third of this recovery. This percentage is within the standard contingent
18 recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme
19 Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought,
20 the result was far from certain. Defendant's defenses to the merits of the case created difficulties with
21 proof and complex legal issues for Plaintiffs' Counsel to overcome. Here, several defenses asserted by
22 Defendant present serious threats to the claims of Plaintiffs and the Aggrieved Employees. Defendant
23 asserted that its employment practices complied with all applicable Labor laws. If successful,
24 Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees.
25 While Plaintiffs believe that these defenses could be overcome, Defendant maintains that these defenses
26 have merit and therefore present a serious risk to recovery. The Settlement was possible because, in
27 Plaintiffs' Counsels' eyes, Plaintiffs' Counsel was able to persuade Defendant that there was an

1 appreciable risk that Plaintiffs would prevail on the factual and legal issues underlying liability and
2 overcome difficulties in proof as to monetary relief.

3 43. Attached hereto as Exhibit #4 is a true and correct copy of the JCL Law Firm, APC, Time
4 and Billing Journal as of March 31, 2023. The time and billing journal includes time for Managing
5 Attorney Jean-Claude Lapuyade, Esq., Associate Attorney Eddie Garcia, Associate Attorney Sydney
6 Castillo-Johnson, and, staff paralegal Tesla Stone. To the best of my knowledge, each entry was made
7 contemporaneously and in the ordinary and usual course of business. The attached Billing Journal
8 shows that the JCL Law Firm, APC billed a total of 77.12 hours for a total of \$32,825 successfully
9 litigating this action at rates of \$150 (paralegal), \$300 (Associate Attorney), \$400 (Sr. Associate) and
10 \$550 (Managing Attorney).

11 44. The JCL Law Firm's rates are comparable to those judicially approved for other
12 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
13 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
14 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
15 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
16 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
17 See e.g., Kearney v. Hyundai Motor Am., 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
18 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); Parkinson v.
19 Hyundai Motor America, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
20 \$445 and \$675); Faigman v. AT&T Mobility, LLC, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
21 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); Richard v.
22 Ameri-Force Mgmt. Servs., Inc., No 37-2008-00096019 (San Diego Superior Court, August 27,
23 2010)(\$695 to \$750 an hour for partners and \$495 for associates); Barrera v. Gamestop, No. CV 09-
24 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); Anderson v. Nextel Retail
25 Stores, LLC, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
26 associates); Luquetta v. Regents of Cal., CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
27 partner rates between \$550 and \$850 per hour); and Holoway v. Best Buy Co., C-05-5056-PJH

(MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

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

46. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$31,628.00 for 62.1 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently herewith.

47. Michael Boyamian of Boyamian Law, Inc. ("BLI"), billed \$34,405.00 for 49.15 hours successfully litigating this action. A true and accurate copy of the BLI time and billing entries is attached to the Declaration of Michael H. Boyamian, Esq. filed concurrently herewith.

48. Collectively, Plaintiff's Counsel spent a total of 188.37 hours successfully litigating this matter for a total combined loadstar of \$98,858.00. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a modest 1.38 multiplier.

49. Plaintiff's Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	77.12	\$32,825
ZLG	62.10	\$31,628
BLI	49.15	\$34,405
Total	184.91	\$98,858.00

THE ATTORNEYS' EXPENSES SHOULD BE APPROVED

50. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$19,159.18 prosecuting this action (JCL Law Firm, APC - \$7,516.58, Zakay Law Group, APLC - \$9,402.30 and BLI - \$2,240.30).

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

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

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiffs

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

1 BILLY DANIEL JR., an individual, on behalf
2 of himself, and on behalf of all persons
similarly situated,

3 Plaintiff,

4 v.

5 THE VASQUEZ COMPANY, a California
6 Corporation; and DOES 1 through 50,
7 Inclusive,

8 DEFENDANTS.
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Case No. CIVSB 2204403

[Action Filed: February 28, 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 Plaintiffs BILLY DANIEL JR. and JESSICA PEREABRAS (hereinafter
3 “Plaintiffs”), in their representative capacity on behalf of the State of California and fellow
4 Aggrieved Employees, and Defendant THE VASQUEZ COMPANY (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Actions” shall mean the case of *Billy Daniel Jr. v. Vasquez Co.*, filed on February
7 28, 2022, in San Bernardino Superior Court, Case No. CIVSB2204403; and the case
8 of *Jessica Pereabras v. Vasquez Co.*, filed on April 22, 2022, San Bernardino
9 Superior Court, Case No. CIVSB2208345.
10
11 B. “Aggrieved Employees” shall mean non-exempt hourly paid employees of Defendant
12 employed in California during the PAGA Period.
13
14 C. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement
15 of PAGA Action and Release of PAGA Claims.
16
17 D. “Court” means the Superior Court for the State of California, County of San
18 Bernardino presiding over the Action.
19
20 E. “Defendant” shall mean THE VASQUEZ COMPANY, a California Corporation.
21
22 F. “Effective Date” means the date upon which both of the following have occurred: (i)
23 approval of the PAGA Settlement is granted by the Court, and (ii) the Court’s
24 Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest
25 of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed
26 on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
27 petition for writ of certiorari to the United States Supreme Court or California
28 Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the
petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such

petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment, i.e., sixty-five (65) calendar days.

G. “Employee Data” means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted in the manner requested by the Settlement Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee’s full name; last known address; Social Security Number; and the number of Pay Periods worked during the PAGA Period.

H. “Funding Date” shall mean the date the PAGA Fund is fully funded by Defendant into the QSF in accordance with the terms of this Agreement, and which shall be in accordance with Paragraph III(I) below.

I. “LWDA” means the California Labor and Workforce Development Agency.

J. “Net Settlement Amount” or “NSA” means the amount remaining from the PAGA Fund after deducting the Settlement Administration Cost and the Plaintiffs’ Counsel Award. The NSA shall be used to satisfy Plaintiffs’ claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees (“Aggrieved Employee Payment”) and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA (“LWDA Payment”).

K. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved Employees by the Settlement Administrator in the form set forth as Exhibit A to this Agreement.

- 1 L. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698, *et seq.*
- 3 M. "PAGA Fund" means Four Hundred Ten Thousand Dollars and Zero Cents
4 (\$410,000.00), which Defendant shall pay into the QSF in connection with this
5 Settlement, inclusive of the LWDA Payment, Aggrieved Employee Payments,
6 Plaintiffs' Counsel Award, Plaintiffs' Counsel's expenses, and the Settlement
7 Administration Costs.
- 8
9 N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
10 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
11 Aggrieved Employees during the PAGA Period.
- 12
13 O. "PAGA Period" means the period between February 7, 2021, to January 21, 2023.
- 14 P. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
15 Plaintiffs or Defendant, individually.
- 16 Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
17 Payment, as defined herein, means any bimonthly pay period in which Aggrieved
18 Employees received wages during their employment with Defendant during the
19 PAGA Period.
- 20
21 R. "Plaintiffs" or "PAGA Representatives" shall mean BILLY DANIEL, JR. and
22 JESSICA PEREABRAS.
- 23 S. "Plaintiffs' Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
24 ("JCL"), Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG"), and Michael
25 Boyamian of Boyamian Law, Inc. ("BL").
- 26 T. "Plaintiffs' Counsel Award" means the award of attorneys' fees and reimbursement
27 of litigation expenses that the Court authorizes to be paid to Plaintiffs' Counsel for
28 the services they have rendered to Plaintiffs, the State of California, and the

Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the
PAGA Fund *plus* actually incurred litigation costs up to \$25,000.00 as documented
by Plaintiffs' Counsel's billing records. Plaintiffs' Counsel's application for the
Plaintiffs' Counsel Award is subject to Court approval, and a reduction in attorneys'
fees or costs awarded by the Court is not a basis for Plaintiffs to void, rescind, or
terminate this Agreement. Plaintiffs' Counsel's award of attorneys' fees shall be
divided by Plaintiffs' Counsel as follows: 1/3 to Zakay Law Group, APLC, 1/3 to The
JCL Law Firm, APC, and 1/3 to Boyamian Law, Inc.

U. "QSF" means the Qualified Settlement Fund established, designated, and maintained
by the Settlement Administrator to fund the PAGA Fund.

V. "Released PAGA Claims" shall mean all claims for civil penalties, fees, and costs
under PAGA based on the facts and theories alleged in the notice letters Plaintiffs sent
to the LWDA on February 7, 2022 (Pereabras) and February 24, 2022 (Daniel), and
the operative Complaints filed in the Actions.

W. "Released Parties" shall mean Defendant, and its former, present and future owners,
parents, subsidiaries, and affiliates, and their respective former, present and future
officers, directors, members, managers, employees, consultants, partners,
shareholders, joint venturers, agents, and the predecessors and successors, assigns,
accountants, insurers, and legal representatives of all such entities and individuals.

X. "Settlement" means the disposition of the Action pursuant to this Agreement.

Y. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
Administrator establishes, designates, and maintains a QSF under Internal Revenue
Code section 468B and Treasury Regulation section 1.468B-1 into which the amount
of the PAGA Fund is deposited for the purpose of resolving the claims in the Action

on behalf of the LWDA and the Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

Z. “Settlement Administration Costs” means the amount to be paid for the costs of administration of the Settlement from the PAGA Fund not to exceed \$7,000.00.

II. RECITALS

A. On February 7, 2022, Plaintiff Pereabras filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On February 25, 2022, Plaintiff Daniel filed a Notice of Violations with the LWDA and served the same on Defendant.

C. On April 28, 2022, Plaintiff Daniel filed a class action complaint against Defendant alleging eight causes of action for violations of the California Labor Code for, *inter alia*, the following:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200;
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;
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512;
6. Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226;

1 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
2 202, & 203; and

3 8. Failure to Reimburse Employees for Requires Expenses in Violation of Cal.
4 Lab. Code § 2802.

5
6 D. On April 22, 2022, Plaintiff Pereabras filed her Action against Defendant alleging a
7 single cause of action for violations of PAGA for, *inter alia*, the following:

8 1. Failure to Provide Complaint Meal and Rest Periods;

9 2. Failure to Pay Minimum Wages;

10 3. Failure to Pay Overtime Wages;

11 4. Failure to Reimburse for Required Business Expenses;

12 5. Failure to Pay All Wages When Due; and

13 6. Failure to Provide Accurate Itemized Wage Statements.

14
15 E. On June 21, 2022, Plaintiff Daniel filed a First Amended Complaint dismissing the
16 class claims and alleging a single cause of action for violations of PAGA.

17 F. On December 5, 2022, the Parties participated in an all-day mediation presided over
18 by Tripper Ortman, Esq., a highly regarded mediator of wage and hour PAGA
19 Actions. The mediation concluded with a settlement based on Mediator Ortman's
20 mediator's proposal.

21
22 G. On March __, 2023, Plaintiff Daniel filed a Second Amended Complaint adding
23 Plaintiff Jessica Pereabras to as a named Plaintiff.

24 H. This Agreement replaces and supersedes any other agreements, understandings, or
25 representations between the Parties. This Agreement represents a compromise and
26 settlement of highly disputed claims. Nothing in this Agreement is intended or will
27 be construed as an admission by Defendant that the claims in the Action of Plaintiffs
28 or the Aggrieved Employees have merit or that Defendant bears any liability to

1 Plaintiffs or the Aggrieved Employees on those claims or any other claims, or as an
2 admission by Plaintiffs that Defendant's defenses in the Action have merit.

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

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendant.

6
7 1. Settlement Consideration. In full and complete settlement of the Action, and
8 in exchange for the releases set forth below, Defendant will pay the PAGA
9 Fund of Four Hundred Ten Thousand Dollars and Zero Cents (\$410,000.00).
10 The Parties agree that this is a non-reversionary Settlement and that no portion
11 of the PAGA Fund shall revert to Defendant. Except as provided for in
12 Section III(A)(2), Defendant shall not be required to pay more or less than the
13 PAGA Fund.

14
15 2. Number of Aggrieved Employees and Pay Periods. It is estimated that there
16 are approximately 1,393 Aggrieved Employees who worked an aggregate
17 total of 23,300 Pay Periods ("Projected Pay Periods") during the PAGA
18 Period. In regard hereto, Defendant will provide a declaration under penalty
19 of perjury confirming the number of Aggrieved Employees and Pay Periods
20 worked by the Aggrieved Employees prior to filing of the motion for PAGA
21 Approval. The PAGA Fund will increase proportionally with added pay
22 periods if the declaration states that the actual number of pay periods and/or
23 Aggrieved Employees during the PAGA period are more than 10% of the
24 estimate stated herein, or Defendant shall have the option of cutting off the
25 release period to the date on which 10% above the Projected Pay Period
26 estimate is reached.
27
28

1 3. Settlement Payment. Defendant shall pay, via wire transfer or check, the
2 PAGA Fund to the Settlement Administrator on or before the Funding Date.

3 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
4 this Agreement, the Plaintiffs, the LWDA and the State of California shall release the
5 Defendant from the Released PAGA Claims for the PAGA Period.

6 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
7 the Court entering judgment pursuant to either the Parties' Motion for Settlement
8 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding
9 the PAGA Fund.

10 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
11 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
12 prevents or prohibits Defendant from obtaining a complete resolution of the Released
13 PAGA Claims, or if Defendant fails to fully fund the PAGA Fund:

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

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

20 E. 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 26 27 28

1 Payments and will be solely responsible for any penalties or other obligations resulting
2 from their personal tax reporting of the Aggrieved Employees Payments.

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

21
22
23
24 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
25 establishing and administering the QSF; calculating, processing and mailing payments
26 to Plaintiffs’ Counsel, LWDA, and Aggrieved Employees; printing and mailing the
27 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
28 calculating, and distributing tax forms for the Aggrieved Employee Payments;

1 providing declaration(s) as necessary in support of approval of this Settlement; and
2 other tasks as the Parties mutually agree or the Court orders the Settlement
3 Administrator to perform. The Settlement Administrator shall keep the Parties timely
4 apprised of the performance of all Settlement Administrator responsibilities.

5
6 H. Employee Data. No later than five (5) calendar days after the Effective Date,
7 Defendant shall provide the Settlement Administrator with the Employee Data. The
8 Employee Data provided by Defendant shall be kept confidential by the Settlement
9 Administrator except for purposes of administering the settlement. The Settlement
10 Administrator shall not share any personally-identifying Aggrieved Employee Data
11 with Plaintiffs' Counsel, but may disclose the number of Aggrieved Employees, the
12 number of pay periods worked by each Aggrieved Employee, and their Individual
13 Settlement Payments. Upon request, Plaintiffs' Counsel may be provided with
14 information identifying each Aggrieved Employee by number without personally-
15 identifying information, and reflecting the dates of employment for each Aggrieved
16 Employee.
17

18 I. Funding and Allocation of the PAGA Fund. Defendant is required to pay the PAGA
19 Fund as follows: (i) Defendant shall transfer to the Settlement Administrator within
20 ten (10) business days after the Effective Date the first payment totaling \$102,500.00;
21 (ii) Defendants shall transfer the second payment in the amount of \$102,500.00 to the
22 Settlement Administrator within three (3) months after the first payment is made; and
23 (iii) Defendants shall transfer the remaining \$205,000.00 to the Settlement
24 Administrator within nine (9) months after the second payment is made.
25

26 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
27 Employee Data, the Settlement Administrator shall add up the total number of
28 Pay Periods for all Aggrieved Employees during the PAGA Period. The

1 respective Pay Periods for each Aggrieved Employee will be divided by the
2 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
3 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
4 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
5 Payment to calculate each Aggrieved Employee’s estimated share of the
6 Aggrieved Employee Payment.
7

8 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
9 individual Aggrieved Employee Payments shall be allocated and treated 100%
10 as penalties and interest. The individual Aggrieved Employee Payments shall
11 not be subject to wage withholdings and shall be reported on IRS Form 1099.
12

13 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
14 Payments made to the Aggrieved Employees under this Settlement
15 Agreement, as well as any other payments made pursuant to this Settlement
16 Agreement, will not be utilized to calculate any additional benefits under any
17 benefit plans to which any Aggrieved Employee may be eligible, including,
18 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
19 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
20 benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement
21 will not affect any rights, contributions, or amounts to which any Aggrieved
22 Employee may be entitled under any benefit plans.
23

24 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
25 regular First-Class U.S. Mail to the Aggrieved Employees’ last known mailing
26 address no later than five (5) calendar days after receipt of the first installment
27 of the funds as provided in paragraph III(I) above. Upon receipt of the
28 Employee Data, the Settlement Administrator will perform a search based on

1 the National Change of Address Database to update and correct any known or
2 identifiable address changes. No later than fourteen (14) calendar days after
3 receiving the Employee Data from Defendant, the Settlement Administrator
4 shall mail Individual Aggrieved Employee Payments to all Aggrieved
5 Employees via regular First-Class U.S. Mail. The Settlement Administrator
6 shall exercise its best judgment to determine the current mailing address for
7 each Aggrieved Employee. The address identified by the Settlement
8 Administrator as the current mailing address shall be presumed to be the best
9 mailing address for each Aggrieved Employee.
10

- 11 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
12 Employee Payments returned to the Settlement Administrator as non-
13 delivered on or before the check cashing expiration deadline shall be re-mailed
14 to any forwarding address provided within seven (7) days of receiving the
15 returned notice. If no forwarding address is provided, the Settlement
16 Administrator shall promptly attempt to determine a correct address by lawful
17 use of skip-tracing, or other search using the name, address and/or Social
18 Security number of the Aggrieved Employee involved, and shall then perform
19 a re-mailing, if another mailing address is identified by the Settlement
20 Administrator. In addition, if any Individual Aggrieved Employee Payment,
21 which is addressed to any Aggrieved Employee who is currently employed by
22 Defendant, is returned to the Settlement Administrator as non-delivered and
23 no forwarding address is provided, the Settlement Administrator shall notify
24 Defendant. Defendant will request that the currently employed Aggrieved
25 Employee provide a corrected address and transmit to the Administrator any
26 corrected address provided by the Aggrieved Employee. Aggrieved
27
28

1 Employees who received a re-mailed Individual Aggrieved Employee
2 Payment shall have their check expiration deadline extended fifteen (15) days
3 from the original check expiration deadline.

4
5 6. Check Expiration Deadline. Any checks issued to Aggrieved Employees shall
6 remain valid and negotiable for one hundred and eighty (180) days from the
7 date of their issuance. If an Aggrieved Employee does not cash his or her
8 settlement check within ninety (90) days, the Settlement Administrator will
9 send a letter to such persons, advising that the check will expire after the 180th
10 day, and invite that Aggrieved Employee to request reissuance in the event the
11 check was destroyed, lost, or misplaced. In the event Aggrieved Employee
12 Payment checks have not been cashed within one hundred and eighty (180)
13 days, such funds will escheat to the State of California's Controller, to be held
14 in the name of each expired check payee, pursuant to applicable unclaimed
15 property laws. The Parties agree that this disposition results in no "unpaid
16 residue" under California Code of Civil Procedures section 384 as the entire
17 Net Settlement Amount will be paid out to Aggrieved Employees, whether or
18 not they all cash their settlement checks.

19
20 7. LWDA Payment. The Settlement Administrator shall transmit the LWDA
21 Payment to the LWDA as one lump sum payment, if by check, certified mail
22 return receipt requested to Plaintiffs' Counsel, within fifteen (15) calendar
23 days of the PAGA Fund being funded in full.

24
25 8. Plaintiffs' Counsel Award. Defendant understands a request by Plaintiffs'
26 Counsel for attorneys' fees not to exceed one-third of the PAGA Fund
27 (currently estimated to be \$136,666.67) plus costs and expenses supported by
28 declaration not to exceed Fifteen Thousand Dollars (\$25,000.00), from the

1 PAGA Fund will be made. Any portion of the requested Plaintiffs' Counsel
2 Award that is not awarded to Plaintiffs' Counsel shall be part of the Net
3 Settlement Amount and shall be placed in the NSA and distributed to the
4 LWDA and the Aggrieved Employees as provided in this Agreement. The
5 Settlement Administrator shall distribute and pay the Plaintiffs' Counsel
6 Award to Plaintiffs' Counsel from the PAGA Fund no later than fifteen (15)
7 calendar days after the PAGA Fund being funded in full. Plaintiffs' Counsel
8 shall be solely and legally responsible to pay all applicable taxes on the
9 payment made pursuant to this paragraph. The Settlement Administrator shall
10 issue an IRS Form 1099 — MISC to Plaintiffs' Counsel for the payments
11 made pursuant to this paragraph. In the event that the Court reduces or does
12 not approve the requested Plaintiffs' Counsel Award, Plaintiffs and Plaintiffs'
13 Counsel shall not have the right to revoke the Settlement, or to appeal such
14 order, and the Settlement will remain binding.

17 a) Any reductions by the Court of Plaintiffs' Counsel request for
18 attorneys' fees or costs shall revert to the PAGA Fund.

19 b) Defendant shall have no liability for any other attorneys' fees or costs

20 9. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the PAGA Fund. The
22 estimate of the Settlement Administration Costs is \$7,000.00. The Settlement
23 Administrator shall be paid the Settlement Administration Costs no later than
24 fifteen (15) calendar days after the PAGA Fund being funded in full.

26 J. Approval Motion. Plaintiffs' Counsel and Plaintiffs shall use best efforts to file with
27 the Court a Motion for Settlement Approval and Entering Judgment Finally
28

1 Approving Settlement, within sixty (60) days following the execution of this
2 Agreement.

3 K. Notice of Settlement to LWDA. In connection with the Motion for Approval of
4 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, Plaintiffs'
5 Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code
6 section 2699(1)(2). Plaintiffs' Counsel shall within ten (10) days after the entry of the
7 judgment or order approving this Settlement, submit the order approving the
8 Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

9
10 N. Review of Motion for Settlement Approval. Plaintiffs' Counsel will provide an
11 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
12 including the Order Granting Approval of the Settlement, and Judgment Finally
13 Approving Settlement 5 days before filing with the Court. The Parties and their
14 counsel will cooperate with each other and use their best efforts to affect the Court's
15 approval of the Motion for Approval of the Settlement, and entry of Judgment.

16
17 O. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts to implement the Settlement.

19
20 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
21 except such proceedings necessary to implement and complete the Settlement.

22 Q. Amendment or Modification. This Agreement may be amended or modified only by
23 a written instrument signed by counsel for all Parties or their successors-in-interest.

24 R. Entire Agreement. Except for Plaintiffs' individual settlement agreements with
25 Defendant, which resolve Plaintiffs' individual claims and shall not affect this
26 Agreement in any way, this Agreement and any attached Exhibit constitute the entire
27 Agreement among these Parties, and no oral or written representations, warranties or
28 inducements have been made to any Party concerning this Agreement or its Exhibit

1 other than the representations, warranties and covenants contained and memorialized
2 in this Agreement and its Exhibit.

3 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate
5 this Agreement and to take all appropriate Action required or permitted to be taken by
6 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
7 documents required to effectuate the terms of this Agreement. The person signing this
8 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
9 sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they
10 are authorized to sign this Agreement and that she has not assigned any claim, or part
11 of a claim, covered by this Settlement to a third-party.
12

13
14 T. No Public Comment: The Parties and their counsel agree that they will not issue any
15 press releases, initiate any contact with the press, respond to any press inquiry, or have
16 any communication with the press about the fact, amount, or terms of the Settlement
17 Agreement. Plaintiffs' Counsel further agrees not to use the Settlement Agreement or
18 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
19 Plaintiffs' Counsel from including publicly available information regarding this
20 settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications
21 and experience. Further, Plaintiffs' Counsel will not include, reference, or use the
22 Settlement Agreement for any marketing or promotional purposes, either before or
23 after the Motion for Settlement Approval is filed.
24

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

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

- 1 W. Counterparts. This Agreement may be executed in one or more counterparts by
2 facsimile, electronic signature, or email which for purposes of this Agreement shall be
3 accepted as an original. All executed counterparts and each of them shall be deemed
4 to be one and the same instrument. Any executed counterpart will be admissible in
5 evidence to prove the existence and contents of this Agreement.
6
- 7 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
8 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
9 Settlement after extensive arms-length negotiations, taking into account all relevant
10 factors, present and potential.
- 11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation, and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing, and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.
17
- 18 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
19 the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this
21 Agreement valid and enforceable.
22
- 23 AA. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
24 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
25 Defendant contends that the Released PAGA Claims have no merit and do not give
26 rise to liability. This Agreement is a compromise of disputed claims. Nothing
27 contained in this Agreement and no documents referred to and no action taken to carry
28

1 out this Agreement may be construed or used as an admission by or against the
2 Defendant or Plaintiffs or Plaintiffs' Counsel as to the merits or lack thereof of the
3 claims asserted. Other than as may be specifically set forth herein, each Party shall be
4 responsible for and shall bear its/his own attorney's fees and costs.
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: Mar 2, 2023

Billy Daniel Jr
Billy Daniel Jr (Mar 2, 2023 11:15 PST)

BILLY DANIEL, JR.

DATED: _____

JESSICA PEREABRAS

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

THE VASQUEZ COMPANY

Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 3, 2023

JCL LAW FIRM, A.P.C.

By: 

Jean-Claude Lapuyade

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: March 3, 2023

ZAKAY LAW GROUP, A.P.L.C.

By: 

Shani O. Zakay

Attorneys for the Plaintiffs and the Aggrieved
Employees

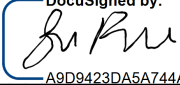
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: _____

BILLY DANIEL, JR.

DATED: 3/1/2023

DocuSigned by:

A9D9423DA5A744A...

JESSICA PEREABRAS

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 3/15/2023

Javier Vasquez

THE VASQUEZ COMPANY

Javier Vasquez

Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____
Jean-Claude Lapuyade
Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: _____

ZAKAY LAW GROUP, A.P.L.C.

By: _____
Shani O. Zakay
Attorneys for the Plaintiffs and the Aggrieved
Employees

1
2 DATED: March 1, 2023

BOYAMIAN LAW, INC.

3 By:



4 Michael H. Boyamian

5 Attorneys for the Plaintiffs and the Aggrieved
Employees

6
7 DATED: 3/15/2023

SEYFARTH SHAW, LLP

8 By:



9 Brian P. Long

10 Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Teniente, et al., v. Cirrus Asset Management, Inc.,
County of Los Angeles Superior Court Case No. 20STCV16302)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Accept Settlement Amount and Terms	You will receive a settlement check if you do nothing in response to this Notice. Your estimated Settlement Share is: \$<<[REDACTED]>>. (See explanation below for further details and information.) After the Court finally approves the Settlement, your Settlement Share will be mailed to you at the same address as this Notice. If your address has changed, please inform the Settlement Administrator. (See instructions below.) In exchange for the settlement payment, you will release claims against the Defendant as described below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. (See instructions below.) If you submit a valid request exclusion, you will be excluded from the Settlement and will not receive any share of the Settlement.
Object	You may write to the Court about why you believe the settlement should not be approved or you may appear at the final approval hearing on [INSERT DATE] at [INSERT TIME] either in person or remotely. (See instructions below.)

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Matthew Teniente (“Plaintiff”) and Defendant Cirrus Asset Management, Inc., (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you worked for Defendant in California as a non-exempt employee at some time from April 27, 2016 through August 30, 2021 (“Class Period”).

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 27, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Action”). Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510 *et seq.*

(d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of Labor Code § 2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contends that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant provided or reimbursed employees for all expenses incurred in the discharge of their duties; and that Defendant is not liable for any of the damages or penalties claimed or that could be claimed in the Action.

On June 30, 2021, the Parties participated in an all-day mediation with Jeffrey Krivis, Esq., a mediator of wage and hour class actions. At the conclusion of the mediation, the Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the “Total Settlement Amount”) to fund the settlement. The Total Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Total Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Total Settlement Amount. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,000.00, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Total Settlement Amount (currently \$116,666.67) and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to \$10,000.00 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$16,000 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$12,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$4,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Total Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who worked for Defendant as a non-exempt employee in California during the Class Period and who did not sign a valid and enforceable arbitration agreement *and* who do **not** request exclusion from the Settlement (“Participating Class Members”). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of workweek worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of workweeks worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employees” means all the current and former non-exempt employees and independent contractors that worked for Defendant in California during the PAGA Period. The PAGA Period means the period of April 27, 2019 through and including August 30, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to provide your updated mailing address.

Tax Matters. Twenty percent (25%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (75%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in the Settlement Agreement, Plaintiff and the Settlement Class Members release the Defendant, and its parent companies, successors, predecessors, professional employer organizations, assigns, affiliated companies, dbas, divisions, owners, partners, current and former employees, attorneys, benefit plans, insurers, and any employee,

owner, or other person acting on behalf of any of them (the “Released Parties”) from all class claims and allegations under state, federal or local law, whether statutory, common law or administrative, arising out of the allegations set forth in the Operative Complaint or which reasonably could have been alleged based on the facts and allegations plead in the Operative Complaint, which occurred during the Class Period and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, or class claims outside the Class Period. the Released Class Claims for the Class Period (“Released Class Claims”). .

Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in the Settlement Agreement, the Plaintiff, the LWDA, the State of California and the alleged Aggrieved Employees release the Released Parties from all claims for penalties arising out of PAGA that were brought or reasonably could have been brought based on the facts alleged in Plaintiff’s October 17, 2019 and September 10, 2021 notice letters to the LWDA which occurred during the PAGA Period and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, or workers’ compensation (the “PAGA Released Claims”).

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant’s records reflect that you have << _____ >> Workweeks worked during the Class Period (April 27, 2016 to August 30, 2021).

Based on this information, your estimated Individual Settlement Payment << _____ >>.

Defendant’s records reflect that you have << _____ >> PAGA Workweeks worked during the PAGA Period (April 27, 2019 to August 30, 2021).

Based on this information, your estimated Individual Aggrieved Employee Payment is << _ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator’s website at www._____.com

7. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release; you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you on your own behalf. .

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the Release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Teniente, et al., v. Cirrus Asset Management, Inc., Case No. 20STCV16302*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

Only Participating Settlement Class Members may object to the Settlement. If you would like to object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 826-6975
Fax: (619) 599-2891
jlapuyade@jcl-lawfirm.com

Shani O. Zakay, Esq.
ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600San
Diego, CA 92121
Tel: (619) 599-8282
Fax: (619) 599-8291
shani@zakaylaw.com

Counsel for Defendant:

Elizabeth H. Murphy
Reem Blaik
JACKSON LEWIS P.C.
725 S. Figueroa, Suite 2500
Los Angeles, CA 90017
Tel.: (213) 630-2819
elizabeth.murphy@jacksonlewis.com

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 920012 in Department 17 before Judge Maren Nelson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to Participating Settlement Class Members who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although you are welcome to attend.

Members of the Settlement Class that wish to attend the hearing for final approval of this Settlement may appear virtually by contacting <https://www.lacourt.org/lacc/>. The Settlement Class member should be prepared to provide the case name and case number and date of the final approval hearing which is all set forth in this Notice.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Teniente, et al., v. Cirrus Asset Management, Inc., Case No. 20STCV16302*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed.

- In the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure § 384 as follows: to The Children's Advocacy Institute (CAI), founded at the nonprofit University of San Diego School of Law in 1989. Class Counsel, Defendant's counsel, Plaintiff and Defendant do not have any interest, pecuniary or otherwise, in The Children's Advocacy Institute.

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

Eduardo Garcia, Esq.
egarcia@jcl-lawfirm.com

February 24, 2022

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

THE VASQUEZ COMPANY

c/o JAVIER S. VASQUEZ
280 Corporate Terrace Street
Corona, CA 92879

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 6600

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

Dear Sir/Madam:

Our offices represent Plaintiff BILLY DANIEL JR. ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant THE VASQUEZ COMPANY ("Defendant"). Plaintiff was employed by Defendant in California in December of 2021 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant are 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.

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

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

Very truly yours,
JCL LAW FIRM, APC

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

Jean-Claude Lapuyade, Esq.

Enclosure (1)

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
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shani@zakaylaw.com
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julieann@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
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Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff BILLY DANIEL JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

BILLY DANIEL JR., an individual(s), on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

THE VASQUEZ COMPANY, a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO 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; and
8) FAILURE TO REIMBURSE
EMPLOYEES FOR REQUIRED
EXPENSES IN VIOLATION OF
CALIFORNIA LABOR CODE §2802.

DEMAND FOR A JURY TRIAL

Plaintiff BILLY DANIEL JR. ("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 THE VASQUEZ COMPANY ("DEFENDANT") is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, county of San Bernardino.

2. DEFENDANT owns, operates and manages restaurants in the State of California, including San Bernardino County, where PLAINTIFF worked.

3. 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.

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

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

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

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

14 7. PLAINTIFF was employed by DEFENDANT in California in December of 2021
15 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
16 basis, and entitled to the legally required meal and rest periods and payment of minimum and
17 overtime wages due for all time worked.

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

24 9. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
25 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
26 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
27 lawfully compensate these employees.
28

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

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

9 **JURISDICTION AND VENUE**

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

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

19 **THE CONDUCT**

20 14. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
22 matter of company policy, practice and procedure, intentionally, knowingly and systematically
23 failed to provide legally compliant meal and rest periods, failed to accurately compensate
24 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
25 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
26 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to reimburse
27 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue
28 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage
statements showing, among other things, the total hours worked and 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

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

16. From time-to-time during the CLASS PERIOD, as a result of their rigorous work requirements and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members were required from time to time to perform work as

ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on duty, on call, and/or on the premises during what was supposed to be their off-duty meal periods. PLAINTIFF and other CALIFORNIA CLASS Members therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS’ strict corporate policy and practice.

B. Rest Period Violations

17. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS’ inadequate staffing. Further, for the same reasons these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on duty, on-call and/or on-premises. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. Further, from time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to remain on duty, on call and/or on-premises during what was supposed to be their off-duty rest periods. As a result of their rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other CALIFORNIA

1 CLASS Members were from time to time denied their proper rest periods by DEFENDANTS and
2 DEFENDANTS' managers.

3 **C. Unreimbursed Business Expenses**

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

15 19. In the course of their employment, DEFENDANTS from time to time required
16 PLAINTIFF and other CALIFORNIA CLASS Members to use their personal cell phone to
17 correspond and coordinate tasks with their supervisor and/or other employees as a result of and
18 in furtherance of their job duties as employees for DEFENDANT. But for the use of their own
19 personal cell phones, PLAINTIFF and the CALIFORNIA CLASS Members could not complete
20 their essential job duties, including but not limited to sending and receiving work-related
21 communications from DEFENDANTS. However, DEFENDANTS unlawfully failed to
22 reimburse PLAINTIFF and other CALIFORNIA CLASS Members for their use of their personal
23 cell phones. As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF
24 and other CALIFORNIA CLASS Members incurred unreimbursed business expenses, but were
25 not limited to, costs related to the use of their personal cellular phones, all on behalf of and for
26 the benefit of DEFENDANT.

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1 **D. Wage Statement Violations**

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

10 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
11 CALIFORNIA CLASS Members missed meal and rest breaks, or were not paid for all hours
12 worked, DEFENDANTS from time to time failed to provide PLAINTIFF and other
13 CALIFORNIA CLASS Members with complete and accurate wage statements that include,
14 among other things, the total hours worked, all applicable hourly rates in effect during the pay
15 period, and the corresponding amount of time worked at each hourly rate.

16 22. In addition to the violations described above, DEFENDANTS, from time to time,
17 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
18 that comply with Cal. Lab. Code § 226.

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

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

24 24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
25 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA
26 CLASS for all hours worked.

27 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required
28 PLAINTIFF and other members of the CALIFORNIA CLASS to perform work pre-shift, post-

1 shift, and during a scheduled meal break while off the clock. This resulted in PLAINTIFF and
2 other members of the CALIFORNIA CLASS having to work while off-the-clock.

3 26. DEFENDANTS from time to time directed and directly benefited from the
4 uncompensated off-the-clock work performed by PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

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

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

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

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

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

24 32. As a result, from time to time, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS forfeited wages due them for all hours worked at DEFENDANTS'
26 direction, control and benefit for the time spent performing work before and after shifts, receiving
27 and responding to work-related communications on personal cell phones outside of their
28 scheduled shifts and working while clocked out for meal periods. DEFENDANTS' uniform

1 policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages
2 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
3 records.

4 **F. Regular Rate Violation- Overtime, Double Time, Meal and Rest Period Premiums, and**
5 **Sick Pay**

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

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

19 35. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
20 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
21 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
22 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
23 basis with bonus compensation when the employees met the various performance goals set by
24 DEFENDANTS.

25 36. However, from-time-to-time, when calculating the regular rate of pay, in those pay
26 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
27 time, paid meal and rest period premium payments, and/or paid sick pay, and earned non-
28 discretionary compensation, DEFENDANTS failed to accurately include the non-discretionary

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

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

26 **G. Unlawful Deductions**

27 38. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
28 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 **H. Unlawful Rounding Violations**

4 39. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
5 place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
6 CALIFORNIA CLASS Members for the actual time these employees worked each day,
7 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
8 policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
9 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
10 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
11 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
12 these employees for all their time worked, including the applicable overtime compensation for
13 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
14 time to time, forfeited compensation for their time worked by working without their time being
15 accurately recorded and without compensation at the applicable overtime rates.

16 40. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
17 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
18 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
19 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
20 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
21 off-duty meal break. Additionally, DEFENDANTS' unlawful rounding policy and practice
22 caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by
23 DEFENDANTS for more than ten (10) hours during a shift without receiving a second off-duty
24 meal break.

25 41. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
26 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
27 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
28 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to

1 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
2 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
3 with a rest break, they required PLAINTIFF to remain on the premises, on-duty and on-call, for
4 the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on-call, on-duty and/or on-
5 premises during what was supposed to be his off-duty meal periods. PLAINTIFF therefore
6 forfeited meal and rest breaks without additional compensation and in accordance with
7 DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided
8 PLAINTIFF with a paystub that failed to comply with Cal. Lab. Code § 226. Further,
9 DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to
10 the use of his personal cell phone, on behalf of and in furtherance of his employment with
11 DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,
12 overtime and double time compensation still owed to him or any penalty wages owed to him
13 under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not
14 exceed the sum or value of \$75,000.

15 **I. CLASS ACTION ALLEGATIONS**

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

21 43. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
22 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
23 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
24 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
25 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure
26 to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
27 expenses.
28

1 44. The members of the class are so numerous that joinder of all class members is
2 impractical.

3 45. Common questions of law and fact regarding DEFENDANTS' conduct, including
4 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to
5 provide legally compliant meal and rest periods, failure to reimburse for business expenses, failure
6 to provide accurate itemized wage statements, and failure to ensure they are paid at least minimum
7 wage and overtime, exist as to all members of the class and predominate over any questions
8 affecting solely any individual members of the class. Among the questions of law and fact
9 common to the class are:

- 10 a. Whether DEFENDANTS maintained legally compliant meal period policies and
11 practices;
- 12 b. Whether DEFENDANTS maintained legally compliant rest period policies and
13 practices;
- 14 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
15 CLASS Members accurate premium payments for missed meal and rest periods;
- 16 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
17 CLASS Members accurate overtime and double time wages;
- 18 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
19 CLASS Members at least minimum wage for all hours worked;
- 20 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the
21 CALIFORNIA CLASS Members for required business expenses;
- 22 g. Whether DEFENDANTS unlawfully deducted earned wages from PLAINTIFF
23 and the CALIFORNIA CLASS Members' pay;
- 24 h. Whether DEFENDANTS issued legally compliant wage statements;
- 25 i. Whether DEFENDANTS committed an act of unfair competition by
26 systematically failing to record and pay PLAINTIFF and the other members of the
27 CALIFORNIA CLASS for all time worked;
- 28

1 j. Whether DEFENDANTS committed an act of unfair competition by
2 systematically failing to record all meal and rest breaks missed by PLAINTIFF
3 and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed
4 the benefit of this work, required employees to perform this work and permits or
5 suffers to permit this work;

6 k. Whether DEFENDANTS committed an act of unfair competition in violation of
7 the UCL, by failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

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

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

13 48. PLAINTIFF will fairly and adequately represent and protect the interests of the
14 CALIFORNIA CLASS Members.

15 49. PLAINTIFF retained able class counsel with extensive experience in class action
16 litigation.

17 50. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
18 interests of the other CALIFORNIA CLASS Members.

19 51. There is a strong community of interest among PLAINTIFF and the members of
20 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
21 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
22 sustained.

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

26 53. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy because joinder of all class members is impractical. Moreover,
28 since the damages suffered by individual members of the class may be relatively small, the

1 expense and burden of individual litigation makes it practically impossible for the members of the
2 class individually to redress the wrongs done to them. Without class certification and
3 determination of declaratory, injunctive, statutory and other legal questions within the class
4 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
5 create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of the
7 CALIFORNIA CLASS which would establish incompatible standards of conduct
8 for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
10 which would as a practical matter be dispositive of the interests of the other
11 members not party to the adjudication or substantially impair or impeded their
12 ability to protect their interests.

13 54. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
15 the conduct of DEFENDANTS.

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Business Practices**

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

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

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

23 56. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
24 Code § 17021.

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

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

6 58. By the conduct alleged herein, DEFENDANT has engaged and continues to
7 engage in a business practice which violates California law, including but not limited to, the
8 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
9 including Sections 201, 202, 203, 204, 221, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
10 1198, 2802, for which this Court should issue declaratory and other equitable relief pursuant to
11 Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
12 constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

25 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
26 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
27 other members of the CALIFORNIA CLASS to be underpaid during their employment with
28 DEFENDANT.

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

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

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

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

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

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

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

3 75. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
4 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
5 worked. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and
6 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
7 CALIFORNIA CLASS.

8 76. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,
9 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
10 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
11 and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

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

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

21 79. During the CLASS PERIOD, PLAINTIFF and the other members of the
22 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
23 failure to pay all earned wages.

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

1 81. DEFENDANT knew or should have known that PLAINTIFF and the other
2 members of the CALIFORNIA CLASS are under-compensated for their time worked.
3 DEFENDANT systematically elected, either through intentional malfeasance or gross
4 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
5 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
6 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
7 for their time worked.

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

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

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1 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
2 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
3 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
4 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

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

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

1 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
2 evidenced by DEFENDANT's business records and witnessed by employees.

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

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

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

22 99. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
23 request recovery of all unpaid wages, including overtime wages, according to proof, interest,
24 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
25 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
26 minimum and/or overtime compensation is determined to be owed to the CALIFORNIA CLASS
27 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
28 Code §§ 201 and/or 202, and therefore these employees would also be entitled to waiting time

1 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
2 CALIFORNIA CLASS Members. DEFENDANT's conduct as alleged herein was willful,
3 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
4 Members are entitled to seek and recover statutory costs.

5 **FOURTH CAUSE OF ACTION**

6 **Failure To Provide Required Meal Periods**

7 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

13 101. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
14 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
15 required by the applicable Wage Order and Labor Code. The nature of the work performed by
16 PLAINTIFF and CALIFORNIA CLASS MEMBERS did not prevent these employees from being
17 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
18 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
19 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
20 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
21 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business
22 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
23 Members with a second off-duty meal period in some workdays in which these employees were
24 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
25 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
26 and in accordance with DEFENDANT's strict corporate policy and practice.

27 102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
28 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members

1 who were not provided a meal period, in accordance with the applicable Wage Order, one
2 additional hour of compensation at each employee's regular rate of pay for each workday that a
3 meal period was not provided.

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

7 **FIFTH CAUSE OF ACTION**

8 **Failure To Provide Required Rest Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

26 106. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
27 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
28 who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code §§ 226)**

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

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

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

- 15 a. Gross wages earned,
- 16 b. (2) total hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from payment
18 of overtime under subdivision (a) of Section 515 or any applicable order of
19 the Industrial Welfare Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her social security number, except that by
27 January 1, 2008, only the last four digits of his or her social security number of an
28

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.

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

111. 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.

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

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

10 **EIGHTH CAUSE OF ACTION**

11 **Failure To Reimburse Employees For Required Expenses**

12 **(Cal. Lab. Code §§ 2802)**

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

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

17 122. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

22 123. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal.
23 Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
24 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
25 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of
26 the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to
27 using their personal cellular phone all on behalf of and for the benefit of DEFENDANTS.
28 Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by
DEFENDANTS to use their personal cell phones to execute their essential job duties on behalf of
DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse

1 PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting from using
2 their personal cellular phones for DEFENDANTS within the course and scope of their
3 employment for DEFENDANTS. These expenses were necessary to complete their principal job
4 duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of their
5 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
6 members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse
7 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer
8 is required to do under the laws and regulations of California.

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

13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
15 severally, as follows:

16 1. On behalf of the CALIFORNIA CLASS:

- 17 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
18 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
19 b. An order temporarily, preliminarily and permanently enjoining and restraining
20 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
21 c. An order requiring DEFENDANT to pay all overtime wages and all sums
22 unlawfully withheld from compensation due to PLAINTIFF and the other members
23 of the CALIFORNIA CLASS; and
24 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
25 for restitution of the sums incidental to DEFENDANT's violations due to
26 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

27 2. On behalf of the CALIFORNIA CLASS:

- 28 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 minimum wage and overtime compensation, business expense reimbursements, 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 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: February 24, 2022

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: February 24, 2022

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay

Attorney for PLAINTIFF

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

The Vasquez Co.
c/o Javier Vasquez
280 Corporate Terra St.
Corona, CA 92879



9590 9402 6758 1074 2016 69

2. Article Number (Transfer from service label)

7021 2720 0000 9972 6600

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

RECEIVED

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Billy Daniel Jr.

3. Service Type

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

Mail Restricted Delivery
(00)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Daniels v. Vazquez (Miguel's) (002-298)							
05/04/2021	No	Tesla Stone	File and Serve SOZ Dec re Dismissal & Request, ; File Maintenance	150.00	2:00	300.00	300.00
02/11/2022	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	550.00	3:00	1,650.00	1,950.00
02/11/2022	No	Eddie Garcia	Complaint		5:30	0.00	1,950.00
02/14/2022	No	Jean Claude Lapuyade	Legal Research - Claim Analysis	550.00	2:30	1,375.00	3,325.00
02/22/2022	No	Jean Claude Lapuyade	Drafted LWDA Notice	550.00	2:12	1,210.00	4,535.00
02/24/2022	No	Eddie Garcia	PAGA letter		0:30	0.00	4,535.00
06/08/2022	No	Jean Claude Lapuyade	Case Management -Drafted, Reviewed and Revised CMS	550.00	1:18	715.00	5,250.00
06/13/2022	No	Jean Claude Lapuyade	Case Management - Drafted and Revised Joint CMS	550.00	0:24	220.00	5,470.00
06/15/2022	No	Eddie Garcia	Drafted Dec. and Order to dismiss.	400.00	1:12	480.00	5,950.00
06/17/2022	No	Eddie Garcia	Drafted PAGA only FAC	400.00	2:48	1,120.00	7,070.00
06/17/2022	No	Jean Claude Lapuyade	Pleadings - Reviewed and Revised FAC	550.00	1:24	770.00	7,840.00
06/23/2022	No	Eddie Garcia	Attended ICMC	400.00	1:24	560.00	8,400.00
06/23/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Meet and Confer Call	550.00	0:30	275.00	8,675.00
06/23/2022	No	Jean Claude Lapuyade	LEGAL RESEARCH - Arbitration Enforceability and Viking	550.00	2:48	1,540.00	10,215.00
07/22/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	10,380.00
07/27/2022	No	Jean Claude Lapuyade	CASE MANAGEMENT - Emails to/from OC Re Mediation	550.00	0:30	275.00	10,655.00
07/29/2022	No	Sydney Castillo-Johnson	Lawn and Motion - Emails to/from Defense Re Motion or Final Approval	300.00	0:12	60.00	10,715.00
08/12/2022	No	Jean Claude Lapuyade	Emails to/from OC Re Mediation	550.00	0:42	385.00	11,100.00
08/13/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation Date	550.00	0:30	275.00	11,375.00
08/18/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:30	275.00	11,650.00
08/21/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Motion to Compel	550.00	0:18	165.00	11,815.00
08/24/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	12,090.00
08/26/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Notice Re Continue MTC	550.00	0:30	275.00	12,365.00
11/06/2022	No	Jean Claude Lapuyade	Discovery - Emails to form OC Re Mediation Data	550.00	0:30	275.00	12,640.00
11/07/2022	No	Jean Claude Lapuyade	Discovery - Emails to from consultant Re Damage Report	550.00	1:00	550.00	13,190.00
11/14/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation Prep	550.00	0:30	275.00	13,465.00
11/18/2022	No	Jean Claude Lapuyade	Discovery - R&R Expert Report; TCW and Emails Re the Same	550.00	2:06	1,155.00	14,620.00
11/21/2022	No	Jean Claude Lapuyade	Fact Investigation - emails to/from Co Counsel Re Claims for mediation brief	550.00	0:18	165.00	14,785.00
11/22/2022	No	Sydney Castillo-Johnson	Draft mediation brief	300.00	1:30	450.00	15,235.00
11/22/2022	No	Sydney Castillo-Johnson	follow up call with client re: mediation brief claims	300.00	0:10	50.00	15,285.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/22/2022	No	Sydney Castillo-Johnson	Call with client re: mediation brief claims	300.00	0:30	150.00	15,435.00
11/28/2022	No	Sydney Castillo-Johnson	Call with client re: mediation brief claims	300.00	0:30	150.00	15,585.00
11/28/2022	No	Sydney Castillo-Johnson	Follow up with client re: mediation brief claims	300.00	0:15	75.00	15,660.00
11/28/2022	No	Jean Claude Lapuyade	Discovery - R&R Employee Docs in Prep for Mediation Brief	550.00	2:00	1,100.00	16,760.00
11/30/2022	No	Sydney Castillo-Johnson	Call with plaintiff Jessica Pereabras's counsel to discuss mediation	300.00	0:10	50.00	16,810.00
11/30/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Production	550.00	0:30	275.00	17,085.00
11/30/2022	No	Sydney Castillo-Johnson	Revise mediation brief	300.00	2:15	675.00	17,760.00
11/30/2022	No	Sydney Castillo-Johnson	Call with PLA re: mediation and settlement expectations	300.00	0:20	100.00	17,860.00
12/02/2022	No	Jean Claude Lapuyade	Law and Motion - Read, Revised and Edited Mediation Brief	550.00	2:12	1,210.00	19,070.00
12/05/2022	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	9:00	4,950.00	24,020.00
12/05/2022	No	Sydney Castillo-Johnson	Attend mediation	300.00	8:00	2,400.00	26,420.00
12/06/2022	No	Jean Claude Lapuyade	Settlement - TCW Client Re Settlement	550.00	1:00	550.00	26,970.00
12/07/2022	No	Jean Claude Lapuyade	Case Management - Emails/Calls to Client Re Settlement	550.00	0:24	220.00	27,190.00
12/23/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MTC	550.00	0:18	165.00	27,355.00
01/06/2023	No	Sydney Castillo-Johnson	settlement - request bid from settlement admin	300.00	0:20	100.00	27,455.00
01/06/2023	No	Sydney Castillo-Johnson	Settlement - draft PAGA settlement agreement	300.00	3:15	975.00	28,430.00
01/07/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:36	330.00	28,760.00
01/08/2023	No	Sydney Castillo-Johnson	Case management - review case needs and strategy with staff	300.00	0:10	50.00	28,810.00
01/09/2023	No	Sydney Castillo-Johnson	Settlement - email to admin re: bid	300.00	0:06	30.00	28,840.00
01/09/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Quotes	550.00	0:18	165.00	29,005.00
02/06/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	0:30	275.00	29,280.00
02/09/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:30	275.00	29,555.00
02/10/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:36	330.00	29,885.00
02/21/2023	No	Sydney Castillo-Johnson	Settlement - follow up with OC re settlement agreement	300.00	0:06	30.00	29,915.00
02/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	30,080.00
02/23/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR w/ Defense Edits and Emails Re Same	550.00	2:06	1,155.00	31,235.00
02/27/2023	No	Sydney Castillo-Johnson	Settlement - review OC comments to SAR	300.00	0:30	150.00	31,385.00
02/28/2023	No	Jean Claude Lapuyade	Case Management -Drafted, Revised and Edited Joint CMS	550.00	0:18	165.00	31,550.00
02/28/2023	No	Sydney Castillo-Johnson	Review and revise joint sc statement	300.00	0:15	75.00	31,625.00
03/09/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	31,900.00
03/17/2023	No	Sydney Castillo-Johnson	Attend status conference	300.00	0:20	100.00	32,000.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Timeline for Approval Motion	550.00	0:30	275.00	32,275.00
03/30/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Approval Motion w/ Defense and Co Counsel Edits	550.00	1:00	550.00	32,825.00
Total for Daniels v. Vazquez (Miguel's) (002-298)					77:12	\$32,825.00	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Daniels v. Vazquez (Miguel's) (002-298)								
02/25/2022	Expense		LWDA		Client costs deferred	Chase Card 7349	75.00	75.00
02/28/2022	Journal Entry	Feb 2022 Postage		Postage for Feb 2022	Client costs deferred	-Split-	33.01	108.01
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.20	108.21
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	6.90	115.11
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	15.60	130.71
04/30/2022	Journal Entry	April 2022 Postage		Postage for April 2022	Client costs deferred	-Split-	1.06	131.77
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	Client costs deferred	-Split-	10.20	141.97
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	Client costs deferred	-Split-	2.89	144.86
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	Client costs deferred	-Split-	0.93	145.79
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	2.80	148.59
07/20/2022	Expense		Court Call	Court Call ID: 11538806	Client costs deferred	Chase Card 7349	94.00	242.59
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	6.30	248.89
08/22/2022	Check	2929	Ortman Mediation	Inv. 2747 - Mediation	Client costs deferred	US Bank- Checking - 4270	6,500.00	6,748.89
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.60	6,749.49
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	Client costs deferred	-Split-	0.57	6,750.06
09/30/2022	Journal Entry	Sept. 2022Postage		Postage for September 2022	Client costs deferred	-Split-	0.57	6,750.63
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	Client costs deferred	-Split-	0.60	6,751.23
10/05/2022	Check	2982	Knox Attorney Services, Inc.	Invoice No. 4380386 - Filing Fee Re: First Amended Complaint; Declaration of Zakay; Request and (Proposed) Order	Client costs deferred	US Bank- Checking - 4270	86.95	6,838.18
11/08/2022	Check	3012	Knox Attorney Services, Inc.	Invoice No. 4381679 - Filing Fee Re: First Amended Complaint; Declaration of Shani O. Zakay, Request for and (Proposed) Order	Client costs deferred	US Bank- Checking - 4270	23.75	6,861.93

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	Client costs deferred	-Split-	3.20	6,865.13
11/30/2022	Journal Entry	Nov. 2022 Postage		Postage for November 2022	Client costs deferred	-Split-	1.38	6,866.51
12/08/2022	Check	3047	Knox Attorney Services, Inc.	Inv. 4381679	Client costs deferred	US Bank- Checking - 4270	23.75	6,890.26
12/19/2022	Check	3064	Berger Consulting Group	Inv. 7228	Client costs deferred	US Bank- Checking - 4270	625.00	7,515.26
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	Client costs deferred	-Split-	0.35	7,515.61
12/31/2022	Journal Entry	Dec 2022 Postage		Postage for December 2022	Client costs deferred	-Split-	0.57	7,516.18
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	Client costs deferred	-Split-	0.40	7,516.58
Total for Daniels v. Vazquez (Miguel's) (002-298)							\$7,516.58	
TOTAL							\$7,516.58	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);