ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com
jaclyn@zakaylaw.com

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

Attorneys for Plaintiff JOE MORENO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOE MORENO, on behalf of himself, other Aggrieved Employes, and the State of California, Plaintiffs, vs. EAGLE FOODS, LLC, a California limited liability company; RAMBO, LLC, a California limited liability company; and DOES 1 through 50, Inclusive; Defendants.	Case No: 37-2021-00038129-CU-OE-CTL **DECLARATION OF JEAN-CLAUDE LAPUYADE, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** Date: September 19, 2025 Time: 10:30am Judge: Hon. Carolyn M. Caietti Dept: 70

I, JEAN-CLAUDE LAPUYADE, declare as follows:

1. I am the managing partner of the law firm of JCL Law Firm, APC, co-counsel of record for Plaintiff Joe Moreno ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings, and history of the matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of the Motion for Approval of PAGA Settlement with Defendants Eagle Foods, LLC and Rambo, LLC ("Defendants").

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

4. A true and correct copy of Plaintiff's June 30, 2021, Notice of Violations filed with the Labor and Workforce Development Agency ("PAGA Notice") is attached hereto as **Exhibit #2**.

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

6. A true and correct copy of the JCL Law Firm, APC, "Time and Billing Journal" as of March 26, 2025, is attached hereto as **Exhibit #4**.

7. A true and correct copy of the JCL Law Firm, APC, "Transaction Summary" as of March 6, 2025, is attached hereto as **Exhibit #5**.

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

I. INTRODUCTION

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

II. PROCEDURAL AND FACTUAL BACKGROUND

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

10. On September 3, 2021, Plaintiff Joe Moreno ("Plaintiff Moreno"), on behalf of himself and on behalf of other Aggrieved Employees, served Defendants and on June 30, 2021, the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (LWDA Case No. LWDA-CM- 836582-21).

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

12. On September 3, 2021, Plaintiff filed a representative action complaint against Defendants in the Superior Court for San Diego, Case Number 37-2021-00038129-CU-OE-CTL. The Action alleged a single cause of action against Defendants for violations of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et seq*.

13. On July 15, 2022, the Court granted Defendants' motion to compel arbitration, dismissing Plaintiff's representative PAGA claims without prejudice and staying the Action pending resolution of Plaintiff's individual claims. On October 6, 2023, the Court granted Plaintiff's motion for reconsideration of the Court's order dismissing Plaintiff's representative PAGA claims, which reinstated Plaintiff's representative PAGA claims into the Action.

14. On September 3, 2024, the Parties participated in an all-day mediation presided over by Steven Mehta, Esq., an experienced mediator of wage and hour representative actions. In advance of the with the mediation, Defendants provided Plaintiff with sufficient information to properly evaluate Defendants' potential liability exposure. Among the data and documents Defendants produced included,

but was not limited to, the total number of Aggrieved Employees, pay periods, employee handbooks, and dozens of documents of time and payroll data.

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

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

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

III. TERMS OF THE PAGA SETTLEMENT

18. The PAGA settlement is subject to Court approval consistent with Labor Code § 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount payment in the amount of Two Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero

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

Cents ($257,500.00) to resolve the PAGA claims and Plaintiff's individual claims. From the Gross Settlement Amount, there is a requested deduction of Attorneys' Fees and Attorneys' Expenses in the amount of One Hundred Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents ($105,833.33), comprised of one-third of the Gross Settlement Amount (estimated to be approximately $85,833.33), reimbursement of incurred litigation expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), along with a requested Plaintiff's Enhancement Payment to Plaintiff of up to Ten Thousand Dollars and Zero Cents ($10,000.00) and Settlement Administration Expenses, which will not exceed Five Thousand Dollars and Zero Cents ($5,000.00). Agreement generally at §§ I(D), (J), (P), (U), (BB), III. After these deductions, the amount remaining is the "PAGA Payment," which is estimated to be $136,666.67.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

19. The Gross Settlement Amount of $257,500.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendants' *maximum* liability exposure is estimated at approximately $788,000 in PAGA penalties (7,880 pay periods multiplied by $100 per pay period[2]).

20. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff's third-party damages consultant estimated Defendants' maximum liability exposure at approximately $1,153,400. Plaintiff's consultant estimated Defendants' exposure as follows:

Claim	Penalty Amount[3]	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
Wage Statement Violations Cal. Labor Code §§ 226 and 226.2	$100	6,204	100% of PAGA Pay Periods	$620,400
Unpaid Wages Violations Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	$100	3,102	50% of PAGA Pay Periods	$310,200

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

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

Meal Period Violations Cal. Labor Code §§ 226.7 and 512	$50	2,228	35.9% of PAGA Pay Periods	$111,400
Rest Period Violations Cal. Labor Code §§ 226.7 and 512	$50	2,228	35.9% of PAGA Pay Periods	$111,400

21. Plaintiff's primary claim alleged that Defendants failed to furnish their employees with accurate itemized wage statements. Specifically, Plaintiff alleged that Defendants furnished wage statements to their employees that failed to provide the correct legal name and address of the employer, in violation of California Labor Code section 226(a)(8). Further, as discussed below, Plaintiff contends that he and other Aggrieved Employees are owed meal and rest period premiums. Thus, the wage statements are also inaccurate because Defendants failed to provide meal and rest periods as required by the California Labor Code, Plaintiff and other Class Members are entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement penalties).

22. PAGA Counsel considered the arguable presence of various penalties and weighed the potential recoveries against probable defenses. Specifically, Defendants argued that it substantially complied with its obligation to provide the correct legal name and address on wage statements. Accordingly, Plaintiff estimated that Defendants' exposure for this claim was approximately $620,400.

23. Plaintiff alleged that Defendants failed to pay all minimum and overtime wages when he and other Aggrieved Employees performed work off-the-clock. Specifically, Plaintiff alleged that he and other Aggrieved Employees were required to perform per-shift off-the-clock work, including setting up the restaurant before it opened. Plaintiff further alleged that he and other Aggrieved Employees were required to perform post-shift off-the-clock work, including taking out garbage, restocking the restaurant inventory, cleaning, and helping customers.

24. Defendants deny these allegations, contending that all employees are instructed not to work off-the-clock, that Defendants' timekeeping system allows employees to account for this work and, accordingly, any work performed off-the-clock was not at the direction of Defendants. Taking

Defendants' defenses into consideration, Plaintiff applied a 50% discount to this claim. Applying said discount, Plaintiff estimates Defendants' exposure for this claim to be $310,200.

25. Plaintiff also alleged that Defendants rounded meal periods, supported by data evidencing that over 39% of first meal periods were exactly 30 minutes in length.

26. Based on this data, Plaintiff alleges that Defendants implemented a practice of either rounding or auto-deducting 30 minutes of fictitious meal breaks from every shift, creating a paper trail of compliance and depriving employees of their breaks and wages owed for time deducted. Defendants deny these allegations, contending that they maintain compliant meal period policies and practices, that employees are responsible for recording their own time, and that Defendants do not alter time records and no evidence of rounding or time sheet manipulation exists. In light of Defendants' defenses, Plaintiff estimated that Defendants' exposure for this claim was approximately $111,400.

27. Plaintiff also alleged that Defendants failed to provide compliant rest periods. Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Aggrieved Employees were not able to take timely and duty-free rest periods. Further, Defendants did not pay a single rest period premium during the PAGA Period. Because rest periods are not recorded, Plaintiff's expert could not identify a violation rate. Plaintiff therefore made the reasonable assumption that rest period violations were committed at a rate similar to that of meal period violations.

28. Based on an estimated violation rate which resulted in 2,228 PAGA Pay Periods containing a violation, Plaintiff contended that his claim for rest period violations was potentially worth approximately $111,400. This was calculated by multiplying the number of total pay periods with a rest period violation (2,228) by a violation rate of $50 dollars. The $50 penalty rate was used for a number of reasons in this instance. First, Defendants argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the employer has been notified that it is violating a Labor Code provision … the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."].) Separately, Defendants also argued that courts have considerable discretion to reduce the

penalty awards under PAGA. *See*, e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at $5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of $50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a $50 penalty per violation for the meal and rest break claims.

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

30. In light of the above, the Gross Settlement Amount is approximately 19.73% of Defendant's potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation.

31. 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.*, *supra*, 30 Cal. App. 5th at 529 (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, 90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied (July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc., 15 Cal. 5th 1056, 547 P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). Thus, the Gross Settlement Amount obtained by PAGA Counsel is even more than reasonable in light of Defendant's arguments.

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

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

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

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

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

36. PAGA Counsel seeks approval of the requested Attorneys' Fees and Attorneys' Expenses, comprised of attorneys' fees in the amount of $85,833.33 (one-third of the Gross Settlement Amount) and reimbursement of litigation costs not to exceed $20,000.[4] PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

37. The requested PAGA Counsel Award of $105,833.33, comprised of $85,833.33 for attorneys' fees and reimbursement of litigation expenses of up to $20,000 is fair, reasonable, and justified by the result achieved.

38. PAGA Counsel negotiated a recovery of Two Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents ($257,500.00), and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendants' defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendants present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendants asserted that its employment practices complied with all applicable labor laws. If successful, Defendants' factual and legal defenses

[4] As detailed *infra,* at the time of filing this motion, Plaintiff's Counsel incurred $15,809.24 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendants maintain that these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendants that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary relief.

39. Plaintiff is represented by competent and experienced counsel to pursue his claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia P. Razma, Esq. (Associate Attorney), Johnny Nitti, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Libia Ramirez (Executive Assistant), Allysa Castillo (Legal Assistant), and Andrew Ward (Law Clerk).

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

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

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

43. The JCL Law Firm's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from $775 for the requested partner to $390-$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from $670-$750 for partners and $300-$500 for associates), and Blood Hurst & Rearden ($510-$695 for partners). See Aarons v. BMW

of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. *See e.g., Kearney v. Hyundai Motor Am*., 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of $650 -$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between $445 and $675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of $650 an hour for partners and $500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc*., No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)($695 to $750 an hour for partners and $495 for associates*);* *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)($700 for partners and $475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)($655- $750 for partners and $300 – 515 for associates); *Luquetta v. Regents of Cal*., CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between $550 and $850 per hour); and *Holoway v. Best Buy Co*., C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between $825 and $700, and associates hourly rates between $355 and $405 an hour).

44. Moreover, my billing rate has been approved multiple times within the last twelve months by California Superior Court judges. (*See* Exhibit #6).

45. In assessing the reasonableness of the billing rates for the attorneys and staff at JCL Law Firm, APC, the firm refers to the "*Laffey* Matrix" to set our hourly billing rates. *See* http://www.laffeymatrix.com/. The *Laffey* Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The *Laffey* Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation,* 366 F.Supp.2d 912, 921 (N.D. Cal. 2005) (Confirming use of the *Laffey* Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC,* No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25, 2017), reversed on other grounds.)

46. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class action services throughout state and federal courts in California for more than seventeen years. Since its founding, the JCL Law Firm, APC, has recovered more than $100 million dollars for its clients.

47. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey* Matrix, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the rate for similarly skilled and tenured legal professionals:

Name	**Laffey Matrix Fee**	**Actual Billing Rate**
Jean-Claude Lapuyade, Esq. (Managing Attorney)	$948	$700
Sydney Castillo-Johnson, Esq. (Associate Attorney)	$473	$450
Perssia Razma, Esq. (Associate Attorney)	$473	$400
Tesla Stone (Managing Paralegal)	$258	$250
Jennifer Heming (Handling Paralegal)	$258	$250
Maria Watters (Former Handling Paralegal)	$239	$250

48. As of March 26, 2025, The JCL Law Firm, APC incurred a total lodestar of $28,030.00 for 46 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

49. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed $74,005.00 for 161.2 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

50. Collectively, PAGA Counsel spent a total of 207.2 hours successfully litigating this matter for a total combined loadstar of $102,035.00. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a negative 0.84 multiplier.

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

FIRM	**Hours**	**Total**
JCL Law Firm, APC	46.0	$28,030.00
Zakay Law Group, APLC	161.2	$74,005.00
Total	207.2	$102,035.00

52. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended $15,809.24 prosecuting this action (JCL Law Firm, APC - $8,854.76 and Zakay Law Group, APLC - $6,954.48.

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

VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE

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

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55. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 605 Aggrieved Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the Service Award in accordance with the Settlement Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this April 22, 2025, at San Diego, California.

JCL LAW FIRM, APC

By: ______________________

Jean-Claude Lapuyade, Esq.

Attorney for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
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Attorneys for Plaintiff JOE MORENO

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOE MORENO, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, v. EAGLE FOODS, LLC, a California limited liability company; RAMBO, LLC, a California limited liability company; and DOES 1-50, Inclusive, Defendants.	Case No. 37-2021-00038129-CU-OE-CTL [Action Filed: September 3, 2021] **JOINT STIPULATION OF SETTLEMENT OF PAGA ACTION AND RELEASE OF PAGA CLAIMS**

This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into by and between Plaintiff Joe Moreno (hereinafter "Plaintiff"), in his representative capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendants Eagle Foods, LLC and Rambo, LLC (hereinafter "Defendants"):

I. DEFINITIONS

A. "Aggrieved Employees" shall mean all employees who are or previously were employed by Defendants Eagle Foods, LLC and/or Rambo, LLC, except for their owner/operator, in California during the PAGA Period.

B. "Aggrieved Employee Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods worked during the PAGA Period without the need to submit a claim form.

C. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims.

D. "Attorneys' Fees and Attorneys' Expenses" means the award of attorneys' fees and reimbursement of litigation expenses that the Court authorizes to be paid to PAGA Counsel for the services they have rendered to Plaintiff, the State of California, and the Aggrieved Employees, consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount and costs not to exceed $20,000, as detailed more fully in Paragraph III.B.2, below. To the extent that the Court approves less than the Attorneys' Fees and Attorneys' Expenses that PAGA Counsel requests, the difference between the requested and awarded amounts will be reallocated to the PAGA Payment. PAGA Counsel's application for the Attorneys' Fees and Attorneys' Expenses is subject to Court approval, and a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement. Defendants agree not to oppose reasonable attorneys' fees and expenses in an amount as documented in PAGA Counsel's billing statement to be paid from the Gross Settlement Amount. PAGA Counsel's award of attorneys' fees shall be divided by PAGA Counsel as follows: 50% to ZLG and 50% to JCL. Plaintiff expressly acknowledges and agrees to this fee division, which allocation is solely between Plaintiff and PAGA Counsel and not Defendants and Released Parties.

E. "Court" means the Superior Court for the State of California, County of San Diego presiding over the PAGA Action.

F. "Defendants" shall mean Eagle Foods, LLC and Rambo, LLC.

G. "Effective Date" means the date upon which the Court signs an Order approving the PAGA Settlement.

H. "Employee Data" means information regarding the Aggrieved Employees that Defendants 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; dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

I. "Funding Date" shall mean the date by which Defendants have paid the entire Gross Settlement Amount and its share of payroll taxes, if any, to the Settlement Administrator in accord with the terms of this Agreement. Defendants shall pay the Gross Settlement Amount and its share of payroll taxes, if any, to the Settlement Administrator within fourteen (14) days of the Effective Date and receipt from the Settlement Administrator of the amount owed for its share of payroll taxes, if any.

J. “Gross Settlement Amount” or “GSA” means the Two Hundred Fifty-Seven Thousand, Five Hundred Dollars and Zero Cents ($257,500.00), which is the total amount that Defendants agree to pay under the terms of this Agreement. The Gross Settlement Amount shall be used to pay the: (1) PAGA Payment; (2) Settlement Administration Expenses; (3) Plaintiff's Enhancement Payment; and (4) Attorneys' Fees and Attorneys' Expenses.

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

L. “LWDA Payment” means the 75% of the PAGA Payment that shall be allocated to the LWDA under Labor Code section 2699, subd. (i).

M. “Notice of PAGA Settlement” means the Court approved notice to be provided to the Aggrieved Employees by the Settlement Administrator in the form set forth as Exhibit A to this Agreement, which shall be mailed out to all Aggrieved Employees in English (with a Spanish translation).

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

O. “PAGA Counsel” shall mean JCL Law Firm, APC (“JCL”) and Zakay Law Group, APLC (“ZLG”), who are Plaintiff's counsel for the Related Actions.

P. “PAGA Payment” means the Gross Settlement Amount minus Plaintiff's Enhancement Payment, Settlement Administration Expenses, and Attorneys' Fees and Attorneys' Expenses. The PAGA Payment will be allocated so that 75% of the PAGA Payment will be paid to the Labor & Workforce Development Agency (“LWDA”) and 25% will be paid to Aggrieved Employees as defined, above, as the Aggrieved Employee Payment. Aggrieved Employees will be issued Form 1099 for their portion of the Aggrieved Employee Payment.

Q. "PAGA Period" means the period from February 21, 2021 through September 3, 2024.[1] Pursuant to this Agreement at Section VI.J, Defendants may elect to adjust the end of the PAGA Period in order to maintain the total number of Pay Periods at 7,880.

R. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, separately.

S. "Pay Period" shall mean a two-week pay period during which an Aggrieved Employee was employed by Defendants, actually recorded time worked in Defendants' timekeeping system, and received compensation during the PAGA Period in California, and does not include leaves of absences, vacations, or furloughs.

T. "Plaintiff" or "PAGA Representative" shall mean Joe Moreno.

U. "Plaintiff's Enhancement Payment" means the payment to the Plaintiff of up to $10,000.00 to be deducted from the GSA for Plaintiff's individual claims in the Related Actions, for initiating the Related Actions and for providing services in support of the Related Actions, as detailed more fully in Paragraph III.B.1, below. Defendants shall not oppose Plaintiff's request for a Plaintiff's Enhancement Payment that does not exceed this amount. If the Court approves a Plaintiff's Enhancement Payment that is less than the amount requested, the difference between the requested and awarded amounts will be reallocated to the PAGA Payment. The Settlement Administrator shall pay the Plaintiff's Enhancement Payment using IRS Form 1099. Plaintiff assumes full and sole responsibility and liability for any and all taxes owed on this Plaintiff's Enhancement Payment.

[1] Eagle Foods, LLC owns and operates the subject McDonald's store. It took over ownership of this location in February 2021 and was Plaintiff's employer, with the first pay period of February 21, 2021. Defendants are willing to submit a declaration to this effect with the Court upon its request.

V. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount that satisfies all of the requirements under US Treasury Regulation section 468B-1.

W. “Related Actions” are defined collectively as: (1) *Joe Moreno v. Eagle Foods, LLC, et al.* (LWDA Case No. LWDA-CM-836582-21) (the “PAGA Notice”); (2) Joe Moreno v. Eagle Foods, LLC, et al. filed on September 3, 2021 (San Diego County Superior Court, Case No. 37-2021-00038129-CU-OE-CTL) (the “PAGA Action”); and (3) *Joe Moreno v. Eagle Foods, LLC, et al.* (JAMS Case Reference No. 5240001033) (the “Arbitration”).

X. “Released PAGA Claims” are defined, as follows: Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims that were alleged, or reasonably could have been alleged, in the Related Actions based on the PAGA Period and any amendments thereto and ascertained in the course of the Related Actions, including, any and all claims for PAGA penalties involving any alleged unpaid wages, including, but not limited to, failure to pay minimum wages; straight time compensation, overtime, double time compensation; failure to pay all minimum, regular and overtime wages at the correct rate, including the regular rate of pay failure to timely pay regular and final wages; failure to pay the proper rate of pay for overtime, meal and rest period premiums, vacation pay, and sick pay; failure to provide meal and rest periods or provide premium pay; failure to provide accurate itemized wage statements; failure to keep accurate records of wages paid and hours worked; failure to reimburse business expenses; late payment of final wages; and failure to issue accurately itemized wage statements; and failure to reimburse employees for business-related expenses and timely pay wages due during, and upon termination of employment. For the avoidance of confusion, Aggrieved Employees only release these claims for the duration of the PAGA Period.

Y. "Released Parties" shall mean Defendants and their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, managing agents, related companies and joint venturers.

Z. "Settlement" means the disposition of the Related Actions pursuant to this Agreement.

AA. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700. 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 Gross Settlement Amount is deposited for the purpose of resolving the claims in the Related Actions on behalf of Plaintiff, the LWDA and the Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

BB. "Settlement Administration Expenses" means the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed $5,000.00, as detailed more fully in Paragraph III.B.3, below. Defendants agree not to oppose a request for reimbursement for the Settlement Administration Expenses, which will be paid from the GSA. Settlement Administration Expenses shall not exceed the estimate of the Administrator to administrate the settlement. If the Court approves less than $5,000, then the difference between the requested and awarded amounts will be reallocated to the PAGA Payment.

II. RECITALS

A. On June 30, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On September 3, 2021, Plaintiff filed his Complaint in the PAGA Action against Defendants alleging that they were joint employers of Plaintiff and alleging a single cause of action for violations of PAGA at Labor Code Sections 2698 as set forth in the Complaint, which in included the following:

1. Failure to provide compliant meal and rest periods;
2. Failure to pay all minimum, regular and overtime wages at the correct rate, including the regular rate of pay;
3. Failure to maintain true and accurate records;
4. Failure to provide accurate itemized wage statements;
5. Failure to reimburse employees for business-related expenses; and
6. Failure to timely pay wages due during, and upon termination of employment.

C. On or about October 6, 2023, this Court entered its Order staying Plaintiff's representative (non-individual) PAGA claim and compelling Plaintiff's individual claims to arbitration.

D. On or about October 12, 2023, Plaintiff filed his Demand for Arbitration for his individual claims against Defendants.

E. Defendants deny (1) all material allegations of unlawful activity or behavior in the Related Actions; (2) that they violated any laws; (3) that they are liable for damages, penalties, interest, restitution, attorneys' fees or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Related

Actions; and (4) that representative treatment is appropriate as to any claim at issue in the Related Actions for any purposes other than settlement of the Related Actions. Rather, Defendants contend that at all relevant times, all of its policies, procedures, and practices have fully complied with (and still continue to comply with) all applicable laws as they related to claims raised in the Related Actions. Nevertheless, without admitting any liability or wrongdoing whatsoever, and also without admitting that representative treatment is appropriate in the Related Actions for any purpose other than to effectuate settlement of the Related Actions, Defendants have agreed to settle the Related Actions on the terms set forth in this Agreement *solely* in order to avoid the burden, expense, and uncertainty posed by protracted litigation of the Related Actions. Accordingly, any statements made by Defendants in this Agreement *are made for settlement purposes only*, and under no circumstances shall they be construed as admissions or either fault or liability by Defendants or any of the Released Parties.

F. On September 3, 2024, the Parties participated in an all-day global mediation for the Related Actions presided over by Steven Mehta, Esq., a mediator of wage and hour representative actions. After a full day of adversarial, non-collusive negotiations, the Parties ultimately accepted a Mediator's proposal to settle the Related Actions, which was subsequently memorialized in the form of a Memorandum of Understanding.

G. Prior to entering into these mediation efforts, Plaintiff obtained Defendants' relevant written policies; a sampling of time and corresponding wage records; Plaintiff's employee file; and data pertaining to the number of Aggrieved Employees and Pay Periods worked by all relevant current and former employees of Defendants during the PAGA Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th

1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

H. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Related Actions of Plaintiff or the Aggrieved Employees have merit or that Defendants bear any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Related Actions have merit.

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

III. MONETARY TERMS OF AGREEMENT

A. <u>Payment of the GSA for Settlement Consideration in Exchange for Releases and Dismissals</u>. In full and complete settlement of the Related Actions, and in exchange for the Released PAGA Claims and releases set forth below in Paragraph IV, Defendants will pay the Gross Settlement Amount of Two Hundred Fifty-Seven Thousand, Five Hundred Dollars and Zero Cents ($257,500.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Except for Defendants' share of payroll taxes, if any, which shall not be calculated as part of the GSA, Defendants shall not be required to pay more or less than the GSA.

B. <u>Payments from the GSA</u>. The Settlement Administrator shall make and deduct the following payments from the GSA in the amounts specified by the Court:

1. <u>*Plaintiff's Enhancement Payment*</u>. Plaintiff's Enhancement Payment of not more than $10,000.00, which Defendants shall not oppose. If the Court approves a Plaintiff's Enhancement Payment that is less than the amount

requested, the difference between the requested and awarded amounts shall be reallocated to the PAGA Payment. The Settlement Administrator shall pay Plaintiff's Enhancement Payment using IRS Form 1099 — MISC. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on Plaintiff's Enhancement Payment and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Plaintiff's Enhancement Payment. If the Court reduces the requested Plaintiff's Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement, and the Settlement shall remain binding.

2. *Attorneys' Fees and Attorneys' Expenses*. Attorneys' Fees not to exceed one-third of the Gross Settlement Amount (currently estimated to be $85,833.33) plus costs and expenses supported by declaration not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), which Defendants will not oppose, provided that they do not exceed these amounts. If the Court approves Attorneys' Fees and Attorneys' Expenses Payment that are less than the amounts requested, the difference between the requested and awarded amounts shall be reallocated to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other counsel for Plaintiff arising from any claim to any portion of the Attorneys' Fees and Attorneys' Expenses. PAGA Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph and hereby agrees to hold Defendants and Released Parties harmless (and indemnify them) from any dispute or controversy which may arise regarding any division or sharing of any or all of these Attorneys' Fees and Attorneys' Expenses. The Settlement Administrator shall issue an IRS Form 1099 — MISC to PAGA

Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Attorneys' Expenses, Plaintiff and PAGA Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

3. *Settlement Administration Expenses*. The Settlement Administration Expenses not to exceed $5,000.00, which shall be paid from the Gross Settlement Amount to the Settlement Administrator for the costs of administration of the Settlement. To the extent the Settlement Administration Expenses are less, or if the Court approves payment less than $5,000.00, the difference between the requested and awarded amounts shall be reallocated to the PAGA Payment.

4. *PAGA Payment*. After making the deductions from the GSA for Plaintiff's Enhancement Payment, Attorneys' Fees and Attorneys' Expenses, and Settlement Administration Expenses, the remaining amount shall be allocated 75% allocated to the LWDA and 25% to the Aggrieved Employees.

IV. RELEASES

As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff, PAGA Counsel, the State of California and Aggrieved Employees enter into the following releases:

A. PAGA Release by Aggrieved Employees. The Released PAGA Claims, defined, above.

B. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in this Agreement, including Plaintiff's Enhancement Payment, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, including but not limited to: any and all wage-and-hour claims arising under the laws of the State of California, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, interest, and/or punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other provision of the California Labor Code); Equal Pay Act of 1963; Executive Order 11246; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq*.); the California Fair Employment and Housing Act; Older Workers' Benefit Protection Act; federal WARN Act; California Constitution; California Family Rights Act; California Whistleblower Protection Act, California Code of Regulations, and Industrial Welfare Commissions' Wage Orders; Labor Code section 970, Labor Code section 2802, the Families First Coronavirus Relief Act; any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination, harassment, retaliation, wrongful discharge and termination, violation of public policy, breach of any express or implied covenant of good faith and fair dealing, intentional or negligent infliction of mental/emotional distress, negligence, civil battery or assault, false imprisonment, failure to accommodate, breach of a statutory duty, fraudulent inducement, fraud, negligent misrepresentation, defamation, slander, libel, damage or loss to reputation, invasion of privacy, intentional interference with contractual or business relations, unfair competition, unpaid compensation, penalties or benefits, breach of contract, any tort under federal, state or local law (including, but not limited to negligence), any claim for compensation, damages, penalties, injunctive relief, attorneys' fees or costs regarding any wage-and-hour violation, the nonpayment of any wages, including but not limited to unpaid wages or overtime wages, bonus, commissions, off-the-clock wages, minimum wages, unpaid wages, expense reimbursements, improper deductions or contributions, meal or rest period violations, paystub violations and waiting-time penalties, and any other statutory or administrative claims waivable by law and any and all other claims or causes of action arising out of Plaintiff's employment and/or separation of employment, defamation, slander, libel, damage or loss to reputation, invasion of privacy, intentional interference with contractual or business relations, unfair competition, unpaid compensation, penalties or benefits, breach of contract, any tort under federal, state or local law (including but not limited to negligence); and any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; any claims that could have been alleged in the Related Actions; and any claims for interest, attorneys' fees, and/or costs. . This release does not extend to claims that cannot be released as a matter of law, such as workers' compensation claims.

Further, in exchange for Plaintiff's Enhancement Payment, Plaintiff expressly waives the protections of California Civil Code section 1542, and it is his intention in executing this Agreement that the same shall be effective as a bar to each and every claim, complaint, action, debts, promises, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs herein above released. Plaintiff also waives and relinquishes any and all claims, rights or benefits, if any, arising under California Civil Code § 1542, which provides as follows:

> ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***

DEBTOR OR RELEASED PARTY.

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

Plaintiff also acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). He also acknowledges that the consideration given for the waiver and release set forth in this Agreement is in addition to anything of value to which he was already entitled. Plaintiff further acknowledges that he has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) this waiver and release does not apply to any rights or claims that may arise after the Individual Release Effective Date of this Agreement; (b) he should consult with an attorney prior to executing this Agreement; (c) he has at least twenty-one (21) days to consider this Agreement (although he may by her own choice execute this Agreement earlier and thereby waive the 21 day period); (d) he has seven (7) days following his execution of this Agreement to revoke his release of her rights under the ADEA (the "Revocation Period"); and (e) this Agreement shall not be effective until the date upon which the Revocation Period has expired ("Individual Release Effective Date"). Upon execution, Plaintiff's counsel shall provide a fully executed copy of this Agreement to Defendants' counsel, Adam C. Hackett. Plaintiff may only revoke this Agreement by giving Mr. Hackett formal written notice of her revocation of this Agreement, which should be addressed to the attention of Adam C. Hackett, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 19191 South Vermont Avenue, Suite 950, Torrance, CA 90502, Email: adam.hackett@ogletree.com; and which must be received by Mr. Hackett by the close of business on the seventh (7th) day following Plaintiff's execution of this Agreement. The written notice of revocation shall state, "I hereby revoke my acceptance of the JOINT STIPULATION OF SETTLEMENT OF PAGA ACTION AND RELEASE OF PAGA CLAIMS." If the last day of the Revocation Period falls on a Sunday or legal holiday in the State of California, then the Revocation Period shall "roll over" and not expire until the next following day which is not a Sunday or legal holiday in the State of California.

Plaintiff further acknowledges that he has consulted with an attorney of his own choosing before signing this Agreement, in which he is waving important rights (including those arising under the ADEA).

By executing this Agreement, Plaintiff also acknowledges that he has been afforded at least twenty-one (21) calendar days to consider the meaning and effect of this Agreement, as well as the alternatives to signing this Agreement, with an attorney of her choosing, and he affirms that he has done so. Plaintiff agrees that the twenty-one (21) day consideration period began on the date that this Agreement first was first delivered to his attorney, and that if Defendants change any of the terms of the offer contained in this Agreement (whether the changes are material or not) during that time period then the twenty-one (21) day consideration period shall not be restarted but shall instead continue on without interruption.

Plaintiff understands that the releases contained in this Agreement do not extend to any rights or claims that he has under the ADEA that first arise after execution of this Agreement.

Plaintiff acknowledges that, should he sign this Agreement before the twenty-one (21) day consideration period expires, the seven (7) day Revocation Period, described above, shall immediately begin. If Plaintiff signs this Agreement before the twenty-one (21) day consideration period expires, he agrees that he has knowingly and voluntarily accepted the shortening of the twenty-one (21) day consideration period of her own volition, and that Defendants have not promised him anything or made any representations that are not contained in this Agreement in an attempt to induce him to do so. In addition, should Plaintiff sign this Agreement before the twenty-one (21) day consideration period expires, he also acknowledges and affirms that Defendant has not threatened to withdraw or alter the offer contained in this Agreement prior to the expiration of the twenty-one (21) day consideration period.

Plaintiff acknowledges and agrees to pay -- and to be fully and solely responsible for -- all State, local, and federal taxes (if any) which she may be required by applicable law to pay with respect to the Plaintiff's Enhancement Payment. Plaintiff agrees to hold Defendants and the Released Parties harmless and to fully indemnify them for any costs, assessments, penalties, taxes, and/or attorneys' fees which Defendants and/or the Released Parties may incur arising out of any and all claims made, sought, or imposed by the I.R.S., the Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by Plaintiff to such authority or agency as a result of the tax treatment of this Settlement Payment.

C. Release by Counsel. PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Attorneys' Fees and Attorneys' Expenses incurred in connection with the Related Actions. Except as provided for herein, Defendants' Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, Plaintiff and PAGA Counsel from all claims for Attorneys' Fees and Attorneys' Expenses incurred in connection with the Related Actions.

V. ADDITIONAL SETTLEMENT TERMS

A. Conditions Precedent. This Settlement will become final and fully effective only upon: (1) the Court entering judgment pursuant to either the Motion for Settlement Approval or Joint Stipulation re: Settlement Approval; and (2) Defendants fully funding the Gross Settlement Amount.

B. Nullification of Settlement Agreement. If the Court does not approve this Settlement Agreement, if the Settlement fails to become effective, or is reversed, withdrawn, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Related Actions, or if Defendants fails to fully fund Gross Settlement Amount:

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

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

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

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

VI. SETTLEMENT ADMINISTRATION

A. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff, PAGA Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved Employee

Payments; providing declaration(s) as necessary in support of approval of this Settlement; calculating taxes, if any, that Defendants' owe for the payments made herein; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Settlement Administrator will maintain and monitor both an email address and a toll-free telephone number set up to receive Aggrieved Employees' calls, faxes, and/or emails.

B. Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

C. Employee Data. No later than fifteen (15) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Employee Data. In order to protect the Aggrieved Employees' privacy rights, the Administrator shall agree to maintain this Employee Data in confidence; use the Employee Data only for purposes of this Settlement and for no other purpose; and restrict access to the Employee Data to only those Administrator employees who need to access it in order to effect and perform their relevant job duties under the terms of this Agreement.

D. Funding and Allocation of the Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator on or before the Funding Date, along with the amount necessary to fully pay Defendants' share of payroll taxes, if any.

E. The Settlement Administrator shall pay the Plaintiff's Enhancement Payment, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. The Settlement Administrator will issue to Plaintiff an IRS Form 1099. Plaintiff assumes full and sole responsibility and liability for any taxes owed on this payment and will indemnify and hold harmless

Defendants, Counsel for Defendants, and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of this payment.

F. The Settlement Administrator shall pay the Settlement Administration Expenses, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to the Settlement Administrator from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date.

G. The Settlement Administrator shall distribute and pay the Attorneys' Fees and Attorneys' Expenses from the Gross Settlement Amount no later than fourteen (14) calendar days after the Gross Settlement Amount being funded in full. The Settlement Administrator will issue to PAGA Counsel IRS Forms 1099. PAGA Counsel assumes full and sole responsibility and liability for any taxes owed on this payment(s) and will indemnify and hold harmless Defendants, Counsel for Defendants, and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of this payment(s).

H. <u>Number of Aggrieved Employees and Pay Periods</u>. At the time of mediation, Defendants estimated that the Aggrieved Employees worked an aggregate total of 7,880 Pay Periods as of September 3, 2024. Defendants may elect to adjust the end of the PAGA Period described herein in order to maintain the total number of Pay Periods at 7,880. The Settlement Administrator will calculate the number of Pay Periods worked by Aggrieved Employees during the PAGA Period and the amount to be paid to Aggrieved Employees per Pay Period based on the dates of employment to be provided by Defendants. The Settlement Administrator's count of the Pay Periods will be presumed correct unless a particular Aggrieved Employee proves otherwise to the Settlement Administrator by credible written evidence. The Settlement Administrator will resolve and decide all Pay Period disputes from Aggrieved Employees not set forth in this Agreement, and the Settlement Administrator's decision on all such Pay Period disputes will be final and non-appealable. The Settlement Administrator will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and pay periods they worked during the applicable PAGA Period two (2) weeks after receiving the Employee Data.

I. Calculation of the Aggrieved Employee Payment and Payments to each of the Aggrieved Employees. After deducting the amounts from the GSA for the Settlement Administration Expenses, Attorneys' Fees and Attorneys' Expenses and Plaintiff's Enhancement Payment, the Settlement Administrator shall set aside 75% to be allocated to the LWDA Payment and 25% to be allocated as the Aggrieved Employee Payment. The Settlement Administrator shall calculate each Aggrieved Employees' share of the Aggrieved Employee Payment by: (a) dividing the Aggrieved Employee Payment by the number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and then (b) multiplying the result by the amount of each Aggrieved Employee's share of the Pay Periods. No payroll taxes shall be withheld or deducted from Aggrieved Employee's share of the Aggrieved Employee Payment, and the Settlement Administrator will issue to Aggrieved Employees an IRS Form 1099 for each such payment. Aggrieved Employees assume full and sole responsibility and liability for any taxes owed on their individual share of the Aggrieved Employee Payment and will indemnify and hold harmless Defendants, Counsel for Defendants, and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Aggrieved Employee Payment.

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

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

L. Mailing. Individual Aggrieved Employee Payments shall be mailed to the Aggrieved Employees' last known mailing address by regular First-Class U.S. Mail no later than fourteen (14) calendar days after the Funding Date. Upon receipt of the Employee Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

M. Undeliverable Aggrieved Employee Payments. Any individual Aggrieved Employee Payments returned to the Settlement Administrator as non-delivered on or before the check cashing expiration deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing, if the Settlement Administrator identifies another mailing address. In addition, if any individual Aggrieved Employee Payment, which is addressed to any Aggrieved Employee who is currently employed by Defendants, is returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Aggrieved Employee provide a corrected address and transmit to the Administrator any corrected address provided by the Aggrieved Employee. Aggrieved Employees who received a re-mailed Individual Aggrieved Employee Payment shall have their check expiration deadline extended fifteen (15) days from the original check expiration deadline.

N. Check Expiration Deadline. All checks mailed to the Aggrieved Employees that are not cashed within one hundred eighty (180) days of the date payment is mailed shall be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not claim the funds.

O. LWDA Payment. The Settlement Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment, if by check, certified mail return receipt requested to PAGA Counsel, within fourteen (14) calendar days of the Gross Settlement Amount being fully funded.

P. Final Report by Settlement Administrator. Within fourteen (14) days after the Settlement Administrator disburses all funds in the GSA, the Settlement Administrator shall provide all counsel with a final report detailing its disbursements -- by employee identification number only -- of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Settlement Administrator shall prepare, and submit to all counsel, a signed Declaration (suitable for filing in Court) attesting to the Settlement Administrator's disbursement of all payments required under this Agreement. PAGA Counsel shall be responsible for filing the Administrator's declaration in Court.

VII. APPROVAL MOTION

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

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

C. Review of Motion for Settlement Approval. PAGA Counsel will provide an opportunity for Counsel for Defendants to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement seven (7) business days before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, entry of Judgment, and if required under Code of Civil Procedure section 384, an amended Judgment.

D. Cooperation. The Defendants and Plaintiff agree to work cooperatively, diligently and in good faith to ensure that all necessary documents are timely filed. The Court's decision to award less than the amount requested for the Attorneys' Fees and Attorneys' Expenses, Plaintiff's Enhancement Payment, Settlement Administration Expenses and the amount allocated for alleged violations of PAGA, subject to Defendants not having to pay more than what is set forth herein to the GSA, shall not constitute a material modification to the settlement described herein within the meaning of this paragraph. Also, unless otherwise provided by law, agreement by Plaintiff and Defendants or required by the Court, Plaintiff agrees to not voluntarily aid and abet any third party, including but not limited to the past, current, and future employees of Defendants in making, asserting, bringing, or maintaining any claim, demand or civil action against Defendants and the releasees, including, but not limited to any future PAGA and/or class claim(s) that are the subject of the Related Actions.

E. Court Filings and Interim Stay of Proceedings. The Parties agree not to object to any Court filings consistent with this Agreement. The Parties agree to stay all proceedings in the Related Actions, except such proceedings necessary to implement and complete the Settlement.

VIII. MISCELLANEOUS TERMS

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

B. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

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

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

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

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

G. Disputes. The Parties agree that any disputes regarding the terms of this Agreement shall first be presented to the mediator for resolution.

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

I. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

J. Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under California Code of Civil Procedure section 664.6 to: (i) ensure the continuing implementation of the provisions of this Settlement; (ii) address settlement administration matters, and (iii) address such post-Judgment matters as are permitted by law. The Parties further agree that the time within which to bring this action to trial under California Code of Civil Procedure section 583.310

shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all Parties until the entry of the approval order and judgment or, if not entered, the date this Agreement shall no longer be of any force or effect.

K. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

L. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the claims in the Related Actions have merit and give rise to liability on the part of Defendants. Defendants contend that the claims in the Related Actions have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants, Defendants' counsel, the Released Parties, Plaintiff or PAGA Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

M. Non-Disparagement. Plaintiff agrees that he shall not disparage or denigrate any employee, director, officer, consultant, advisor, agent, or any parent, subsidiary or affiliated entity of Defendants and Released Parties.

N. Covenant Not to Sue. Plaintiff, on behalf of himself and his agents, assigns, and anyone acting on his behalf, agrees he will not make, assert or maintain against Defendants and any Released Parties, any claim, demand, action or suit arising out of or in connection with the matters herein released, including participating in, initiating and/or maintaining any PAGA claim against Defendants and the Released Parties, except for this Action, which Plaintiff already maintains.

O. Dismissal of any and all Pending Proceedings. To the extent they are not dismissed and/or a judgment is not entered, Plaintiff agrees that he shall cause any and all claims and/or charges he has pending against Defendants to be dismissed in the Related Actions in their entirety, with prejudice, including the Arbitration and PAGA Action.

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

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

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

DATED: 03/25/2025 ________________

Joe Moreno (Mar 25, 2025 15:41 PDT)

JOE MORENO

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

DATED: ________________

EAGLE FOODS, LLC

Name

Title

DATED: ________________

RAMBO, LLC

Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 25, 2025

JCL LAW FIRM, APC

By: ________________

Jean-Claude Lapuyade, Esq.

Attorneys for the Plaintiff and the Aggrieved Employees

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

DATED: 03/25/2025

Joe Moreno (Mar 25, 2025 15:41 PDT)

JOE MORENO

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

DATED: 4/4/25

EAGLE FOODS, LLC

Wendy K Arreaga

Name

Area Manager

Title

DATED: 4/4/25

RAMBO, LLC

Wendy K Arreaga

Name

Area Manager

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 25, 2025

JCL LAW FIRM, APC

By:

Jean-Claude Lapuyade, Esq.

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: March 25, 2025

ZAKAY LAW GROUP, APLC

By: ______________________

Shani O. Zakay, Esq.

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: 4/9/2025

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: Adam C. Hackett

Lyne A. Richardson, Esq.
Adam C. Hackett, Esq.

Attorneys for Defendants EAGLE FOODS, LLC and RAMBO, LLC

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Plaintiff Joe Moreno ("Plaintiff"), against Defendants Eagle Foods, LLC and Rambo, LLC ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff claimed that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not paid all minimum, regular and overtime wages at the correct rate, including the regular rate of pay,
not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages due during, and upon termination of employment.

Defendants deny these claims and denies that they owe any penalties, expenses and wages, but, to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted by Plaintiff on behalf himself and all employees who are or previously were employed by Defendants, excluding their owner/operator, in California ("Aggrieved Employees") during the period from February 21, 2021 through September 3, 2024 ("PAGA Period").

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

This check was issued pursuant to the terms of the PAGA settlement in San Diego Superior Court Case No. 37-2021-00038129-CU-OE-CTL. In addition to Plaintiff's individual claims against Defendants, the PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants.

This payment is taxable for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities via Form 1099. You will likely be required to make tax payments. Please consult a tax advisor to determine if you have an individual tax payment and reporting situation. You will be mailed appropriate tax forms. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the settlement administrator: <u>Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700</u>.

EXHIBIT 2

3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: 619-599-8292
Fax: 619-599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com
Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

June 30, 2021

<u>Via Online Filing to LWDA and Certified Mail to Defendant</u>
Labor and Workforce Development Agency
Online Filing

EAGLE FOODS, LLC
c/o Ramzi Awad
10595 Tierrasanta Blvd
San Diego, CA 92124
Via Certified Mail with Return Receipt No. 7021 0950 0001 6369 9347

RAMBO, LLC
c/o Leticia Campos-Awad
8929 Clairemont Mesa Blvd
San Diego, CA 92123
Via Certified Mail with Return Receipt No. 7021 0950 0001 6369 9354

Re: <u>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</u>

Dear Sir/Madam:

This office represents JOE MORENO ("Plaintiff") and other aggrieved employees in a proposed class and representative action against EAGLE FOODS, LLC and RAMBO, LLC, ("Defendants"). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other employees who worked for Defendants EAGLE FOODS, LLC and/or RAMBO, LLC. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendants in California from February 2021 to March 2021. While working for Defendants, Plaintiff and other aggrieved employees were denied, among other things, compliant meal and rest breaks, minimum wages, regular wages and overtime wages.

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

Plaintiff intends on representing the aggrieved employees, who are defined as all individuals who worked for Defendants, including exempt and non-exempt positions.

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

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

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

Very truly yours,
JCL LAW FIRM, APC

Jean-Claude Lapuyade, Esq.

Enclosure (1)

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

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

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

JOE MORENO, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiffs, vs. EAGLE FOODS, LLC, a California limited liability company; RAMBO, LLC, a California limited liability company; and DOES 1 through 50, Inclusive; Defendants.	Case No. ______________________ **CLASS ACTION COMPLAINT FOR:** 1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*; 2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.* 3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1; 4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER; 5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER; 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; 7. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203; 8. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;

9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *ET SEQ.*]

DEMAND FOR JURY TRIAL

Plaintiff JOE MORENO ("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:

<u>THE PARTIES</u>

1. Defendant EAGLE FOODS, LLC ("Defendant Eagle") is a California limited liability company and at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California.

2. Defendant RAMBO, LLC ("Defendant Rambo") is a California limited liability company and at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California.

3. Defendant Eagle and Defendant Rambo were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers for the conduct alleged and collectively referred to herein as "DEFENDANT" and/or "DEFENDANTS."

4. DEFENDANTS operate McDonald's restaurant franchises.

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

"DEFENDANT"), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

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

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

9. PLAINTIFF was employed by DEFENDANTS from February of 2021 to March of 2021.

10. PLAINTIFF brings this class action under California Code of Civil Procedure § 382 on behalf of non-exempt and exempt employees that worked for Defendant Eagle and/or Defendant Rambo in California ("CALIFORNIA CLASS") at any time beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court ("CLASS PERIOD"). The members of the class are so numerous that joinder of all class members is impractical. The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00). PLAINTIFF reserves the right to amend the following class definitions before the Court determines whether class certification is appropriate, or thereafter upon leave of Court:

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

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

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

JURISDICTION AND VENUE

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

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

THE CONDUCT

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

A. <u>Meal Period Violations</u>

17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES 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, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's demanding work requirements, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF, non-exempt employees of the CALIFORNIA

CLASS, and AGGRIEVED EMPLOYEES 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, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

18. From time-to-time during the CLASS PERIOD, as a result of their rigorous work schedules, PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES 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, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES 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, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES 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 the PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and/or on call. PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. <u>Rest Period Violations</u>

19. From time-to-time during the CLASS PERIOD, PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work schedule. 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, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and/or on call. PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF, non-exempt employees of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

C. <u>Wage Statement Violations</u>

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

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

EMPLOYEES that failed to provide the accurate name and address of the legal entity that is PLAINTIFF's, members of the CALIFORNIA CLASS', and AGGRIEVED EMPLOYEES' employer.

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

D. <u>Unreimbursed Business Expenses</u>

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

24. From time-to-time during the CLASS PERIOD, PLAINTIFF, members of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES were required by DEFENDANTS to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of their personal cell phones, PLAINTIFF, members of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES could not complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify PLAINTIFF, members of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES for the cost associated with the use of their personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their

employment with DEFENDANTS, PLAINTIFF, members of the CALIFORNIA CLASS, and AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANTS.

E. CLASS ACTION ALLEGATIONS

25. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant to California Code of Civil Procedure § 382 on behalf the CALIFORNIA CLASS, defined *supra*, that worked for Defendant Eagle and/or Defendant Rambo in California at any time beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court ("CLASS PERIOD").

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

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

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

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

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

c. Whether DEFENDANTS failed to pay PLAINTIFF and the

CALIFORNIA CLASS members accurate premium payments for missed meal and rest periods;

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

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

f. Whether DEFENDANTS issued legally compliant wage statements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>FIRST CAUSE OF ACTION</u>

For Unlawful Business Practices

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

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

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

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

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

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

Cal. Bus. & Prof. Code § 17203.

41. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging and continuing to engage in business practices which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, & 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

42. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair in that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or

substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California Business & Professions Code, including restitution of wages wrongfully withheld.

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

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

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

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

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

48. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the

CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately calculated overtime and missed meal and rest periods premiums.

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

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

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

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

53. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair

business practices.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

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

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

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

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

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

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

59. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked or were not accurately compensated for all overtime hours worked.

60. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other

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

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

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

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

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

65. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work, and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime

rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

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

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

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

Members are entitled to seek and recover statutory costs.

<u>THIRD CAUSE OF ACTION</u>

For Failure to Pay Minimum Wages

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

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

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

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

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

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

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

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

76. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a

uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

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

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

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

82. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS

with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

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

<u>FOURTH CAUSE OF ACTION</u>

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the Non-Exempt Members of the CALIFORNIA CLASS and Against All DEFENDANTS)

84. PLAINTIFF, and the non-exempt members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

85. During the LABOR CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the non-exempt CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and non-exempt CALIFORNIA CLASS members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other non-exempt CALIFORNIA CLASS members were from time to time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the non-exempt CALIFORNIA

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

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

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

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the Non-Exempt CALIFORNIA CLASS and Against All DEFENDANTS)

88. PLAINTIFF, and the non-exempt members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other non-exempt CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

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

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

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code §§ 226 and 226.2]

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

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

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

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

5. Net wages earned;

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

7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,

8. The name and address of the legal entity that is the employer, and

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

94. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned and (7) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of California Labor Code Section 226.

95. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code § 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for the overtime worked 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, and all other damages and penalties available pursuant to Labor Code § 226.2(a)(6), all 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.

<u>SEVENTH CAUSE OF ACTION</u>

FAILURE TO PAY WAGES WHEN DUE

(Cal Lab. Code §§201, 202, 203)

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

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

97. Cal. Lab. Code § 200 provides that:

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

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

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

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

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

101. 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.

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

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

EIGHTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

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

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

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

> An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions

of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

106. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their personal cellular phone all on behalf of and for the benefit of DEFENDANTS. 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 PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting from using their personal cellular phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of their expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is required to do under the laws and regulations of California.

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

NINTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§ 2698 et seq.)
(Alleged by PLAINTIFF against all Defendants)

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

109. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

110. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to themselves and all individuals who are or previously were employed by Defendant Eagle and/or Defendant Rambo and classified as non-exempt employees in California during the time period of [MM DD, YYYY] until the present (the "AGGRIEVED EMPLOYEES").

111. On [MM DD, YYYY], PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

112. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendant (a) failed to properly record and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all of the hours they worked, including minimum wage and overtime wages in violation of the Wage Order, (b) failed to provide meal and rest breaks, (c) failed to provide accurate itemized wage statements, (d) failed to reimburse for required business expenses, and (e) failed

to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to 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 the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

113. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer."], Emphasis added, reh'g denied (June 13, 2018).)

PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

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

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

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

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

E) 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;

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

2. 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;

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

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

2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

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

Dated: ____________

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

By: ___________________________
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

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

Dated: _________

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

By: ___________________________
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Eagle Foods (Moreno) (002-224)							
03/17/2021	No	Jean Claude Lapuyade	Fact Investigation - revised and edited Employee File demand	700.00	0:42	490.00	490.00
06/23/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R employee file production	700.00	2:06	1,470.00	1,960.00
06/28/2021	No	Jean Claude Lapuyade	Pleadings - Revised and edited LWDA Notice for filing	700.00	1:06	770.00	2,730.00
08/31/2021	No	Jean Claude Lapuyade	Pleadings - Revised and edited complaint for filing	700.00	1:18	910.00	3,640.00
10/08/2021	No	Jean Claude Lapuyade	Discovery - Revised and edited SI (Set 1) and RFP (Set 1)	700.00	2:30	1,750.00	5,390.00
12/21/2021	No	Jean Claude Lapuyade	Discovery - Drafted Meet and Confer	550.00	1:30	825.00	6,215.00
12/21/2021	No	Jean Claude Lapuyade	Discovery - drafted Belaire-West Notice	400.00	1:12	480.00	6,695.00
06/07/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Court’s Tentative	550.00	0:18	165.00	6,860.00
07/25/2022	No	Jean Claude Lapuyade	Case management - TCW Client re status and update	700.00	0:36	420.00	7,280.00
07/29/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Motion for Reconsideration	550.00	1:24	770.00	8,050.00
08/02/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised Motion for Reconsideration	550.00	1:30	825.00	8,875.00
01/13/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Opposition to Motion for Reconsideration	550.00	1:30	825.00	9,700.00
03/27/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Defendant’s Ex Parte	550.00	1:48	990.00	10,690.00
07/24/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Adolph	550.00	0:24	220.00	10,910.00
09/08/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Supp. Brief Mtn. for Reconsideration	550.00	2:00	1,100.00	12,010.00
10/05/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Court’s Tentative Re Reconsideration	550.00	0:42	385.00	12,395.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/29/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Liability Letter	550.00	2:30	1,375.00	13,770.00
04/03/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and edited PAGA Approval Motion and drafted JCL dec. ISO	700.00	3:06	2,170.00	15,940.00
05/07/2024	No	Sydney Castillo-Johnson	Discovery - Emails to/from OC Re Mediation Data	400.00	0:24	160.00	16,100.00
06/07/2024	No	Jean Claude Lapuyade	Pleadings - Drafted and Revised Mediation Data Demand	550.00	1:24	770.00	16,870.00
08/01/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Mediation Data	700.00	0:42	490.00	17,360.00
08/26/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	700.00	1:48	1,260.00	18,620.00
09/03/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8:00	5,600.00	24,220.00
09/06/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0:18	210.00	24,430.00
09/23/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0:42	490.00	24,920.00
10/02/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0:18	210.00	25,130.00
10/03/2024	No	Jennifer Heming	Email corres. with OC re MOU	250.00	0:12	50.00	25,180.00
10/08/2024	No	Jennifer Heming	Phone call with Court to schedule motion hearing.	250.00	0:24	100.00	25,280.00
10/10/2024	No	Jennifer Heming	Email corres. with OC re MOU	250.00	0:12	50.00	25,330.00
10/17/2024	No	Jennifer Heming	Review Court's Docket. Review and save Court's Minute Order re SC. Serve on OC. Calendaring.	250.00	0:24	100.00	25,430.00
10/17/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0:18	210.00	25,640.00
10/17/2024	No	Jennifer Heming	Email corres. with OC re MOU	250.00	0:12	50.00	25,690.00
10/21/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0:12	140.00	25,830.00
10/22/2024	No	Jennifer Heming	Email corres. with OC re MOU	250.00	0:12	50.00	25,880.00
11/14/2024	No	Jean Claude Lapuyade	Settlement - Revised and Edited SAR	700.00	1:00	700.00	26,580.00
11/27/2024	No	Jennifer Heming	Review and save joint SC statement.	250.00	0:24	100.00	26,680.00
11/27/2024	No	Jennifer Heming	Email corres. with OC re settlement agreement	250.00	0:12	50.00	26,730.00
12/10/2024	No	Jennifer Heming	Review Court's docket. Review and save Court's notice of SC. Calendaring. Serve on OC.	250.00	0:24	100.00	26,830.00
12/17/2024	No	Jennifer Heming	Email corres. with OC re settlement agreement.	250.00	0:12	50.00	26,880.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/24/2024	No	Jennifer Heming	Email corres. with OC re settlement agreement	250.00	0:12	50.00	26,930.00
01/02/2025	No	Jennifer Heming	Email corres. with OC re settlement agreement.	250.00	0:12	50.00	26,980.00
02/21/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0:24	280.00	27,260.00
03/05/2025	No	Jean Claude Lapuyade	Law and motion - emails to/from OC Re approval motion	700.00	0:42	490.00	27,750.00
03/20/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	700.00	0:24	280.00	28,030.00
Total for Eagle Foods (Moreno) (002-224)					**46:00**	**$28,030.00**	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Eagle Foods (Moreno) (002-224)						
07/01/2021	Expense		LWDA		75.00	75.00
09/07/2021	Expense		One Legal LLC	One Legal Order Number: 16866732 - Filing Fee: Complaint, Civil Case Cover Sheet, Original Summons	1,489.69	1,564.69
10/07/2021	Check	2595	Knox Attorney Services, Inc.	Invoice No. 4349557 Re: Service On: Rambo, LLC	76.35	1,641.04
10/07/2021	Check	2595	Knox Attorney Services, Inc.	Invoice No. 4349556 Re: Service On: Eagle Foods, LLC	118.35	1,759.39
10/15/2021	Expense		One Legal LLC	One Legal Order Number: 17065314 - Filing Fee Re: Notice of Change of Address/Telephone Number	12.35	1,771.74
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	2.10	1,773.84
11/15/2021	Journal Entry	Sept 2022 Postage		Postage for Sep 2021	7.33	1,781.17
06/21/2022	Expense		One Legal LLC	One Legal Order Number: 18416757 - Case Management Statement, Proof of Service	12.87	1,794.04
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	0.10	1,794.14
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.30	1,794.44
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.30	1,794.74
01/30/2023	Expense		San Diego Superior Court		3.00	1,797.74
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.10	1,797.84
06/22/2023	Expense		One Legal LLC	One Legal Order Number: 20629129 - Filing Fee Re: Motion for Reconsideration, Memorandum of Points and Authorities, Declaration	75.10	1,872.94
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.20	1,873.14
07/07/2023	Expense		SD Superior Court		8.00	1,881.14
07/10/2023	Expense		One Legal LLC	One Legal Order Number: 20754617 - Filing Fee Re: Reply, Proof of Service	13.33	1,894.47

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
07/12/2023	Expense		One Legal LLC	One Legal Order Number: 20754618 - Photocopy Charges Re: Plaintiffs Reply Brief in Support of his Motion for Reconsideration	44.53	1,939.00
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.30	1,939.30
08/17/2023	Expense		One Legal LLC	One Legal Order Number: 21024681 - Filing Fee Re: Brief - Other, Request for Judicial Notice, Proof of Service	13.33	1,952.63
08/22/2023	Expense		One Legal LLC	One Legal Order Number: 21024683 -Brief - Other, Request for Judicial Notice, Proof of Service	61.77	2,014.40
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.30	2,014.70
09/21/2023	Expense		One Legal LLC	One Legal Order Number: 21259837 - Filing Fee Re: Reply, Declaration - Other, Request for Judicial Notice, Proof of Service	13.33	2,028.03
09/21/2023	Expense		One Legal LLC	One Legal Order Number: 21261225 - Filing Fee Re: Case Management Statement, Proof of Service	13.33	2,041.36
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.20	2,041.56
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.20	2,041.76
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.10	2,041.86
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	0.40	2,042.26
12/31/2023	Journal Entry	Dec. 2023 Postage		Postage for December 2023	0.63	2,042.89
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.20	2,043.09
04/10/2024	Check		Mediation Offices of Steven G. Mehta	Inv. 19551	5,000.00	7,043.09
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	0.50	7,043.59
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	128.00	7,171.59
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	0.50	7,172.09
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	128.00	7,300.09
09/10/2024	Check	3964	Berger Consulting Group	Inv. 12561	1,147.50	8,447.59
09/30/2024	Journal Entry	Aug/Sept.		Aug/Sept. 2024 Printing	0.50	8,448.09

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
		2024 Print.				
10/31/2024	Journal Entry	October 2024 Printing		October 2024 Printing	0.10	8,448.19
11/30/2024	Journal Entry	Nov 2024 Copies		November 2024 Copies	0.10	8,448.29
12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	0.10	8,448.39
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	0.10	8,448.49
Total for Eagle Foods (Moreno) (002-224)					**$8,448.49**	
Eagle Foods (Moreno) ARBITRATION (002-224.1)						
10/31/2023	Journal Entry	Oct. 2023 Postage		Postage for October 2023	2.07	2.07
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	4.20	6.27
12/12/2023	Check	3575	JAMS	Inv. 5240001033	400.00	406.27
Total for Eagle Foods (Moreno) ARBITRATION (002-224.1)					**$406.27**	
TOTAL					**$8,854.76**	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Perssia Razma, **Esq**.
California Bar Number 351398
Associate Attorney

Biography:

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

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

Education:

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

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

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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

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

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

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