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Attorneys for Plaintiff DANIELA RIVAS-MULIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DANIELA RIVAS-MULIA, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, v. MATRIX PROVIDERS, INC., a Colorado corporation; and DOES 1-50, Inclusive, Defendants.	Case No. 37-2023-00036339-CU-OE-CTL **DECLARATION OF JEAN-CLAUDE LAPUYADE, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** Hearing Date: December 5, 2025 Hearing Time: 9:00 a.m. Judge: Hon. Matthew C. Braner Dept.: 60

I, JEAN-CLAUDE LAPUYADE, declare as follows:

1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of record for Plaintiff Daniela Rivas-Mulia (hereinafter, "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 Plaintiff's Motion to Approve PAGA Settlement.

3. A true and correct copy of the 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 August 22, 2023, PAGA Notice is attached hereto as **Exhibit #2**.

5. A true and correct copy of the November 6, 2025, proof of filing of Motion to Approve PAGA Settlement with the LWDA is attached hereto as **Exhibit #3.**

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

7. A true and correct copy of the JCL Law Firm, APC, "Transaction Summary" as of November 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**.

9. The Chief Executive Officer of Apex Class Action, LLC, Sean Hartranft has provided a Declaration in support of the Claims Administrator's Qualifications.

INTRODUCTION

10. An objective evaluation of the proposed Settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair and reasonable. The Settlement is a product of informed, adversarial, 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.

PERTINENT FACTUAL AND PROCEDURAL BACKGROUND

11. On August 22, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

12. On the same day, Plaintiff filed a class action complaint in the San Diego Superior Court, Case No. 37-2023-00036339-CU-OE-CTL, alleging class claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510 *et seq.*; (4) Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203 (the "Action").

13. On October 27, 2023, Plaintiff filed a first amended complaint in the Action to add a 9th cause of action for Violations of PAGA [Labor Code § 2698 *et seq.*].

14. On December 12, 2024, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., an experienced mediator of wage and hour representative actions, which led to this Settlement of the PAGA claims in the Action. In advance of the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's liability exposure for civil penalties to the Aggrieved Employees. The data and documents Defendant produced included, among other things, the total number of Aggrieved Employees and pay periods, written wage and hour policies, and a 40% sample of time and payroll records for the Aggrieved Employees. The mediation concluded without a settlement. However, the Parties continued to meet and confer regarding negotiations, and the Parties tentatively reached a PAGA settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. After reaching an agreement in 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, the difficulty of proving

Plaintiff's claims in a manageable trial, the merits of Defendant's 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 the mediator.

15. On November 4, 2025, Defendant provided the Claims Administrator with the Employee Data. Using the Employee Data, the Claims Administrator determined the actual number of Pay Periods worked during the PAGA Period to be 5,142.

16. The Settlement is intended to fully and finally resolve the Released PAGA Claims asserted by Plaintiff on behalf of the Aggrieved Employees and the State of California. This is only a settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the Aggrieved Employees other than those of Plaintiff. This Settlement does not release any claim that is not a PAGA claim.[1] Nor does this Settlement waive Defendant's right to assert *res judicata* or other available defense to any asserted claim or lawsuit. Upon the Effective Date, Plaintiff will dismiss the class claims alleged in the Action, without prejudice.

17. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the 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 Agreement within ten (10) days after entry of judgment or order.

THE SETTLEMENT IS FAIR AND REASONABLE

18. The Gross Settlement Amount of $385,000 is fair and reasonable considering the nature and magnitude of the being settled and the various potential impediments to recovery. The various models were informed by PAGA Counsel's investigation, including the analysis of a significant sample of time and payroll data. PAGA Counsel projected Defendant's liability exposure ranged between $575,727.50 ("Realistic Penalties") and $1,060,550.00 ("Maximum Penalties") in PAGA penalties. This range reflects the uncertainty regarding several of the claims. Thus, the Gross Settlement Amount

[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."

represents a recovery of between 36.30% ("Realistic Penalties") and 66.87% ("Maximum Penalties") of Defendant's potential exposure based on Plaintiff's alleged claims.

19. Defendant's exposure is detailed below:

Labor Code Section	Penalty Amount	Maximum Penalties	Discount Applied	Realistic Penalties
Meal Period Violations Cal. Lab. Code §§ 226.7 and 512	$50	$255,200.00	75%	$63,800.00
Rest Period Violations Cal. Lab. Code §§ 226.7 and 512	$50	$255,650.00	75%	$63,912.50
Unpaid Wages Cal. Lab. Code §§ 201, 202, 203, 204, 510, 1194, 1197, 1997.1 1198 and 558	$50	$256,750.00	10%	$231,075.00
Business Reimbursement Violations Cal. Lab. Code § 2802	$100	$16,400.00	90%	$1,640.00
Wage Statement Violations Cal. Lab. Code § 226(a)	$50	$256,750.00	20%	$205,400.00
Waiting Time Penalties Cal. Lab. Code § 203	$100	$19,800.00	50%	$9,900.00

20. Plaintiff alleges that Defendant failed to provide compliant meal periods in violation of Cal. Lab. Code § 512. Specifically, Plaintiff alleges that because of rigorous work schedules and Defendant's understaffing, Plaintiff and Aggrieved Employees were unable to take timely and duty-free meal periods. Moreover, Defendant failed to maintain records of the Aggrieved Employees' meal periods throughout the PAGA Period. As a result, there are no records of any meal breaks being taken by Aggrieved Employees, which Plaintiff argued creates a presumption of a meal period violations.

21. Defendant raised a number of defenses to this claim. Defendant argued that it maintained complaint meal period policies and, in practice, provided its employees with the opportunity to take compliant meal periods. Finally, Defendant argued that the manageability of this claim is difficult to prove as it is dependent on each Aggrieved Employee's testimony based on their individual experiences, rather than based on Defendant's company-wide policies or practices.

22. Consequently, Plaintiff applied a 75% discount to this claim. Plaintiff assigned $50 per meal break violation and estimated that Defendant's exposure for this claim ranged from $63,800.00 to approximately $255,200.00.

23. In assigning $50 per meal break violation when calculating Defendant's exposure under PAGA, Plaintiff considered a variety of defenses presented by Defendant, all of which resulted in Plaintiff discounting the value of their PAGA claims for purposes of this analysis. Defendant argued that increased civil penalties for subsequent violations do not apply unless the plaintiff can present evidence that the Labor Commissioner or a court notified the employer that it was in violation of the Labor Code. (*Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 355-356, citing *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144; see *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, Defendant argued that courts have considerable discretion to reduce the penalty awards under PAGA. In *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, the trial court reduced the maximum PAGA penalty amount by 90%. The Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of **$5** per pay period. In *Magadia v. Wal-Mart Associates, Inc.* (2019) 384 F.Supp.3d 1058, a federal court reduced PAGA penalties by 66.4%. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from $2,800,000 to $500,000, a reduction of 82.2% because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have even awarded no civil penalties, even when Labor Code violations are established. (*See In re Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (affirming an award of $0 in PAGA penalties in a wage and hour class action); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).) Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if they prevailed in establishing the underlying Labor Code violations. Plaintiff is not aware of any Court in California that has awarded the full $100 per pay period rate, let alone the subsequent rate of $200 per pay period.

24. Plaintiff further alleges that Defendant failed to provide compliant rest periods. Plaintiff alleges that due to rigorous work schedules and Defendant's understaffing, Plaintiff and Aggrieved Employees were unable to take timely and duty-free rest periods. Specifically, Plaintiff contends that she was often required to work through her rest periods in order to finish work-related tasks.

25. Defendant argued that its rest period policy is fully compliant with California law and 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 that 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.").

26. Accordingly, Plaintiff applied a 75% discount to this claim and assigned $50 per rest break violation due to the reasons stated above. Plaintiff estimated that Defendant's exposure for this claim ranged from $63,912.50 to approximately $255,650.00.

27. Plaintiff alleges that Defendant failed to pay all wages due to Plaintiff and Aggrieved Employees. Plaintiff alleges that Defendant underpaid employees as a result of its unlawful fictitious and artificial timekeeping system. Specifically, Plaintiff and other Aggrieved Employees were required to fill out handwritten timecards reflecting their scheduled hours, without any regard to the amount of time they actually worked. As a result, Plaintiff and Aggrieved Employees forfeited compensation, including overtime wages, for all the time they spent working under Defendant's control.

28. Defendant vigorously denied liability for this claim. As a preliminary matter, Defendant maintains that all hours worked were entered on timecards by the employees and not the employer. Defendant argued that it instructed employees to accurately fill out their timecards to accurately reflect all hours worked, and that employees certified the accuracy of these time entries. Defendant argued that it was entitled to rely on the accuracy of the time entries made by its employees. Further, Defendant argued that it paid Aggrieved Employees for all of their time worked.

29. Accordingly, Plaintiff applied a 10% discount to this claim and assigned $50 per violation due to the reasons stated above. Plaintiff estimated that Defendant's exposure for this claim ranged from $231,075.00 to approximately $256,750.00.

30. Plaintiff alleges that Defendant failed to adequately reimburse Plaintiff and Aggrieved Employees for the use of their personal cell phones in direct consequence and discharge of their work duties. Specifically, Plaintiff and other Aggrieved Employees were required to use their personal cell phones for work related communications and work assignments. Plaintiff alleges that Aggrieved Employees were not reimbursed for personal cell phone usage by Defendant. Defendant maintains that they had proper policies and procedures in place to reimburse employees for personal cell phone usage.

31. Accordingly, Plaintiff applied a 90% discount to this claim and assigned $100 per violation pursuant to Cal. Lab. Code § 2699(f). Plaintiff estimated that Defendant's exposure for this claim ranged from $1,640.00 to approximately $16,400.00.

32. Plaintiff alleges that Defendant's labor code violations for non-compliant meal and rest breaks and unpaid wages results in derivative liability for penalties resulting from inaccurate wage statements. Defendant argued that even if they failed to furnish accurate wage statements, Plaintiff cannot establish that their failure was knowing and intentional or that such failure resulted in actual harm to the Aggrieved Employees. Accordingly, Plaintiff applied a 20% discount to this claim and assigned $50 per violation due to the reasons stated above. Plaintiff estimated that Defendants' exposure for this claim ranged from $205,400.00 to approximately $256,750.00.

33. Further, Plaintiff alleges that Defendant's Labor Code violations resulted in derivative liability for waiting time penalties. Defendant argued that Plaintiff cannot prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Additionally, for the reasons stated above, *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal. 5th 1056 (2024), creates difficulty in Plaintiff succeeding in a purely derivative waiting time penalty claim. Notwithstanding the uncertain nature of the claims, PAGA Counsel's Conservative Model discounted the waiting time penalty claim by 50% and estimated Defendant's exposure for these claims ranged between $9,900.00 and $19,800.00.

34. In light of the above, the Gross Settlement Amount is between approximately 36.30% ("Realistic Penalties") and 66.87% ("Maximum Penalties") of Defendant's potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation.

35. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued litigation including, but not limited to, Defendant's defenses. Here, Defendant argue that it can only be assessed civil penalties for actual violations of the Labor Code. *See* Cal. Lab. Code § 2699, subd. (f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code violation. Thus, Defendant contends that Plaintiff would be required to "prove Labor Code violations with respect to each and every individual on whose behalf plaintiff seeks to recover civil penalties under PAGA." *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

36. Lastly, 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, subd. (e)(2). In fact, courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to $5 per pay period; "Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when it imposed the penalty … only $5 per initial violation"); *Kaanaana v. Barrett Bus. Servs., Inc*., 29 Cal. App. 5th 778, 788 (2018), review granted on other grounds (noting that the trial court "exercised its discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-minute meal period"); *Fleming v. Covidien, Inc*., 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs' section 226 claims from $2,800,000 to $500,000 because the employees suffered no injuries as a result of the erroneous wage statements and made no complaints about the errors or omissions in the wage statements, thus reducing the maximum penalty by 82%); *see also*, *Gola v. University of San*

Francisco, San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision, dated July 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in light of Defendant's arguments.

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

THE PAGA COUNSEL AWARD IS FAIR AND REASONABLE

38. 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.

39. PAGA Counsel seeks approval of not more than 35% of the Gross Settlement Amount (One Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars and Zero Cents ($134,750.00)) and attorneys' expenses not to exceed $30,000.00[2] for reimbursement of actually incurred litigation expenses. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for experienced wage and hour counsel.

40. The requested attorneys' fees of $134,750.00, and reimbursement of attorneys' expenses of up to $30,000.00 are fair, reasonable, and justified by the result achieved. PAGA Counsel negotiated

[2] As detailed *infra*, PAGA Counsel incurred $14,689.66 litigating this matter, including $250 in anticipated costs to file this motion.

a recovery of $385,000.00, and this result justifies the requested fees equal to 35% of this recovery. At the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here, as noted above in section IV(A), several defenses asserted by Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible because, in PAGA Counsel's eyes, PAGA Counsel was able to persuade Defendant 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.

41. Plaintiff and the Aggrieved Employees are represented by competent and experienced counsel to pursue their 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 and complex multi-party product liability matters. Throughout this case, the Firm has consisted of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Andrea Amaya, Esq. (Former Associate Attorney), Johnny Nitti, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), and Hana McAnally (Law Clerk).

42. 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 Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

43. 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.

44. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

45. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

46. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.) Additionally, I was named a 2025 and 2026 Super Lawyer in Employment Law by Thompson Reuters.

47. PAGA Counsel were opposed in this litigation by counsel at Jackson Lewis P.C., which is a highly regarded defense firm. PAGA Counsel was able to develop an effective case strategy to combat Defendant's defenses and negotiate with counsel for Defendants to settle the case for an amount that provides real benefit to the Aggrieved Employees with reasonable hours expended.

48. In assessing the reasonableness of the billing rates for the attorneys and staff at the 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.).

49. 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.

50. 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 near the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade, Esq. (Managing Attorney)	$948	$850
Perssia Razma, Esq. (Handling Attorney)	$473	$500
Andrea Amaya, Esq. (Former Associate and Handling Attorney)	$473	$500

51. Moreover, the Firm's billing rates have been approved within the last twelve months by California Superior Court judges. (See generally *Bartram v. Lakeshore Learning Materials,* LLC, Los Angeles Superior Court Case No. 23STCV21174 (July 3, 2025) Hon. Laura A. Seigle approved an $850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Garcia v. Hilton Resorts Corporation, et al.,* San Diego Superior Court Case No. 37-2023-00024664-CU-OE-CTL (July 25, 2025) Hon. Loren Freestone approved an $850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Lowe v. Ash's First LLC, et al.,* San Diego Superior Court Case No. 37-2022-00010114 (August 8, 2025) Hon Carolyn M. Caietti approved an $850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Solis v. 51st St. & 8th Ave. Corp., et al.,* San Diego Superior Court Case No. 37-2023-00021359-CU-OE-CTL (August 8, 2025) Hon Carolyn M. Caietti approved an $850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.)

52. 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.

53. As of November 6, 2025, The JCL Law Firm, APC incurred a total lodestar of $81,190.00 for 109.6 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.

54. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed $53,120.00 for 66.40 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently herewith.

55. Collectively, PAGA Counsel spent a total of 176 hours successfully litigating this matter for a total combined loadstar of $134,310. Thus, the attorneys' fee request is equal to PAGA Counsel's loadstar with a 1 multiplier.

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

FIRM	**Hours**	**Total**
JCL Law Firm, APC	109.6	$81,190.00
Zakay Law Group, APLC	66.40	$53,120.00
Total	176	$134,310.00

57. PAGA Counsel collectively expended $14,689.66 prosecuting this action (JCL Law Firm, APC - $7,312.57, including $250 in anticipated costs to file this motion; Zakay Law Group, APLC - $7,377.09.)

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of November 2025, at San Diego, California.

JCL LAW FIRM, APC

By: ______________________________
Jean-Claude Lapuyade, Esq.

EXHIBIT 1

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Attorneys for Plaintiff DANIELA RIVAS-MULIA

(Additional Counsel Continued on Next Page)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DANIELA RIVAS-MULIA an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, v. MATRIX PROVIDERS, INC. a Colorado corporation, and DOES 1-50, Inclusive, Defendant.	Case No.: 37-2023-00036339-CU-OE-CTL Compliant Filed: August 22, 2023 **STIPULATION OF SETTLEMENT OF PAGA ACTION AND RELEASE OF PAGA CLAIMS**

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Attorneys for Defendant
MATRIX PROVIDERS, INC.

This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into by and between Plaintiff Daniela Rivas-Mulia ("Plaintiff") in her representative capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendant Matrix Providers, Inc. ("Defendant"):

I. <u>DEFINITIONS</u>

A. "Action" means the putative representative lawsuit designated *Daniela Rivas-Mulia v. Matrix Providers, Inc.* filed on August 22, 2023, in San Diego Superior Court, Case No. 37-2023-00036339-CU-OE-CTL.

B. "Aggrieved Employees" means all persons who are or previously were employed by the Defendant in California and classified as non-exempt employees at any time during the PAGA Period.

C. "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.

D. "Agreement" means this Stipulation of Settlement of PAGA Action and Release of PAGA Claims.

E. "Claims Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700.

F. "Claims Administration Costs" 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 $4,990.00

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

H. “Effective Date” means the date upon which approval of the Settlement is granted by the Court.

I. “Employee Data” means information regarding Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Aggrieved Employee’s full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Claims Administrator deems necessary to accurately calculate the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

J. “Funding Date” means the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant shall pay the Gross Settlement Amount to the Claims Administrator within sixty (60) days of the Effective Date or as otherwise directed by the Court.

K. “Gross Settlement Amount” means the Defendant shall pay out the total sum of Three Hundred Eighty-Five Thousand Dollars and Zero Cents ($385,000.00) for resolution of all PAGA claims alleged in the Action and payment of all claims, including payments to all Aggrieved Employees, payment of Claims Administration Costs, and PAGA Counsel Award. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

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

M. “LWDA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code Section 2699, subd. (i).

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

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

P. “PAGA Counsel” means Jean-Claude Lapuyade of JCL Law Firm, APC, and Shani O. Zakay of Zakay Law Group, APLC.

Q. “PAGA Counsel Award” 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 35% of the Gross Settlement Amount plus reimbursement of litigation expenses of up to $30,000.

R. “PAGA Payment” means the Gross Settlement Amount minus Claims Administration Costs, and PAGA Counsel Award. The PAGA Payment will be allocated so that 75% of the payment will be paid to the Labor & Workforce Development Agency and 25% will be paid to Aggrieved Employees. The allocation of payment of claims among the Aggrieved Employees shall be paid on a pro rata basis based on the number of pay periods worked during the PAGA Period. Aggrieved Employees will be issued Form 1099 for the Aggrieved Employee Payments.

S. “PAGA Payment Ratio” means the respective Pay Periods worked during the PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

T. “PAGA Period” means the period from August 22, 2022, to August 25, 2025.

U. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

V. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee Payment means any weekly pay period during which an Aggrieved Employee was employed by Defendant and received compensation during the PAGA Period in California.

W. "Plaintiff" or "PAGA Representative" means Daniela Rivas-Mulia.

X. "Qualified Settlement Fund" or "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Claims Administrator to fund the Gross Settlement Amount 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 Action on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

Y. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period and expressly excluding all other claims that cannot be released including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. No Aggrieved Employee may pursue the same Released PAGA Claims in a representative capacity in another action.

Z. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

II. RECITALS

A. On August 22, 2023, Plaintiff filed a Notice of Violations with the LWDA and served the same on Defendant.

B. On the same day, Plaintiff filed a class action complaint in the San Diego Superior Court, Case No. 37-2023-00036339-CU-OE-CTL, alleging class claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510 *et seq.*; (4) Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

C. On October 27, 2023, Plaintiff filed a first amended complaint to add a 9^{th} cause of action for Violations of PAGA [Labor Code § 2698 *et seq.*].

D. On December 12, 2024, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., an experienced mediator of wage and hour representative actions, which led to this Settlement of the PAGA claims in the Action.

E. Upon the Effective Date, Plaintiff will dismiss the class claims alleged in the Action, without prejudice.

F. 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 Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bear any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the PAGA claims asserted in the Action, and in exchange for the releases set forth below, Defendant will pay the Gross Settlement Amount of Three Hundred Eighty-Five Thousand Dollars and Zero Cents ($385,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant.

2. Number of Aggrieved Employees and Pay Periods. At the time of mediation, Defendant estimated that there are approximately 214 Aggrieved Employees who worked approximately 4,826 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked during the PAGA Period exceeds the above number by more than 10%, Defendant shall have the option to either: (i) increase the Gross Settlement Amount on the pro-rata basis equal to the

percentage increase in the number of Pay Periods worked by Aggrieved Employees above 10% (for example, if the number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%) or (ii) end the PAGA Period on the date in which the number of Pay Periods exceeds 4,826.

3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the Claims Administrator on or before the Funding Date.

B. PAGA Release. Upon entry of final judgment and the Claims Administrator's receipt of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff and the State of California release Defendant from the Released PAGA Claims for the PAGA Period.

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

D. Nullification of Agreement. If the Court does not approve this Agreement, this Agreement fails to become effective, is reversed, or withdrawn, or the Court in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA Claims:

1. This 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 Action.

E. Failure to Fund the Gross Settlement Amount. If, after the Effective Date, Defendant fails to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to move for reasonable attorneys' fees, costs and interest in a proceeding to enforce the terms of this Agreement.

F. 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.

G. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel 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 Stipulation, (b) has not entered into this Stipulation 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 Stipulation.

H. Claims Administrator. The Claims Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to 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; and other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities.

I. Employee Data. No later than October 31, 2025, Defendant will provide the Claims Administrator with the Employee Data.

J. Allocation of the Gross Settlement Amount.

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

Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

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

3. No Credit Toward Benefit Plans. The individual Aggrieved Employee Payments made to the Aggrieved Employees under this Agreement, as well as any other payments made pursuant to this 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 Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

4. 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 together with the Notice of PAGA Settlement. Upon receipt of the Employee Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The

address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

5. Undeliverable Aggrieved Employee Payments. Any Aggrieved Employee Payments returned to the Claims 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 Claims 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 Claims 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 Defendant, is returned to the Claims Administrator as non-delivered and no forwarding address is provided, the Claims Administrator shall notify Defendant. Defendant 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.

6. Check Expiration Deadline. All checks mailed to the Aggrieved Employees that are not cashed within 180 days of payment shall be transmitted to the

California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

7. LWDA Payment. The Claims Administrator shall transmit the LWDA Payment 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 funded in full.

8. PAGA Counsel Award. Defendant understands and does not oppose a request by PAGA Counsel consisting of attorneys' fees not to exceed 35% of the Gross Settlement Amount (currently estimated to be $134,750.00) plus reimbursement of costs and expenses supported by declaration not to exceed $30,000.00 from the Gross Settlement Amount will be made. PAGA Counsel's award of attorneys' fees shall be divided by PAGA Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC. To the extent that the Court approves less than the PAGA Counsel Award that PAGA Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Gross Settlement Amount. Any portion of the requested PAGA Counsel Award that is not awarded to PAGA Counsel shall be part of the PAGA Payment and shall be distributed to the LWDA and the Aggrieved Employees as provided in this Agreement. The Claims Administrator shall distribute and pay the PAGA Counsel Award to PAGA Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the Gross Settlement Amount being funded in full. PAGA Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Claims Administrator shall

issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested PAGA Counsel Award, Plaintiff and PAGA Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

9. Claims Administration Costs. The Claims Administration Costs shall be paid from the Gross Settlement Amount to the Claims Administrator for the costs of administration of the Settlement. The estimate of the Claims Administration Costs is $4,990.00. The Claims Administrator shall be paid the Claims Administration Costs no later than fourteen (14) calendar days after the Gross Settlement Amount has been funded in full.

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

L. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code Section 2699(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).

N. Review of Motion for Settlement Approval. PAGA Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement three (3) business days before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

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

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

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

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

S. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that 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.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Agreement. PAGA Counsel further agrees not to use the 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 Agreement for any marketing or promotional purposes, either before or after the Motion for Settlement Approval is filed.

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

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

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

X. 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.

Y. Jurisdiction of the Court. The Parties agree that the San Diego Superior Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

Z. 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.

AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant contends that the Released PAGA Claims 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 Defendant or 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.

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

DATED: 10/21/2025

Daniela Rivas- mulia (Oct 21, 2025 16:41:33 PDT)

DANIELA RIVAS-MULIA

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

DATED: 10/28/2025

MATRIX PROVIDERS, INC.

Bill Rivard

Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: October 22, 2025

JCL LAW FIRM, APC

By: ______________________

Jean-Claude Lapuyade, Esq.
Attorneys for the Plaintiff

DATED: October 22, 2025

ZAKAY LAW GROUP, APLC

By: ______________________

Shani O. Zakay, Esq.
Attorneys for the Plaintiff

DATED: October 30, 2025

JACKSON LEWIS P.C.

By: Shannon Nakabayashi

Shannon Nakabayashi
Attorney for Defendant

EXHIBIT A

[Administrator Notice]

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

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf of all current and former non-exempt employees who worked for Defendant in California ("Aggrieved Employees") at any time from August 22, 2022, to August 25, 2025 ("PAGA Period").

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a pro-rata share of the settlement based on the number of pay periods you worked during the PAGA Period. 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. 37-2023-000346339-CU-OE-CTL. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

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

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

EXHIBIT 2

ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 65201 August 22, 2023

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

MATRIX PROVIDERS, INC.
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0880 7023 50

Re: <u>Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 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:

Our offices represent Plaintiff DANIELA RIVAS-MULIA ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant MATRIX PROVIDERS, INC. ("Defendant"). Plaintiff was employed by Defendant from February of 2023 to May of 2023, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to her and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

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

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

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

Sincerely,

Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC
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Jackland K. Hom (State Bar #327243)
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jlapuyade@jcl-lawfirm.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DANIELA RIVAS-MULIA, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

MATRIX PROVIDERS, INC., a Colorado corporation; and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

PLAINTIFF DANIELA RIVAS-MULIA ("PLAINTIFF"), an individual, on behalf of herself and all other similarly situated current and former employees, allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant MATRIX PROVIDERS, INC. ("DEFENDANT" and/or "DEFENDANTS") is a Colorado corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates a medical staffing company throughout the state of California, including the county of San Diego, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANT in California from February of 2023 to May of 2023 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

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

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

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

8. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of the 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.

9. 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.

10. DEFENDANT's uniform policies and practices alleged herein were unlawful, unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

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

JURISDICTION AND VENUE

12. 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 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

13. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs the CALIFORNIA CLASS across California, including in this County, and committed the wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

14. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT's 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 DEFENDANT 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 DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be

PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business records.

16. From time to time during the CLASS PERIOD, as a result of their rigorous work schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees are required by DEFENDANT to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on premises, on duty and on call. Further, from time to time, DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS Members to maintain cordless communication devices in order to receive and/or respond to work-related communications during their off-duty meal periods. DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

/ / /

B. Rest Period Violations

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

C. Unreimbursed Business Expenses

18. DEFENDANT as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf of DEFENDANT. 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."

19. In the course of their employment, DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS Members to use their personal cell phones and computers as a result of and in furtherance of their job duties, including but not limited to receiving and/or responding to work-related communications and perform work-related duties. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal cell phones and computers. As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but were not limited to, costs related to the use of their personal cell phones and computers.

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

20. California Labor Code Section 226 required an employer to furnish its employees and accurate itemized wage 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 and other CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

22. Further, from time to time, DEFENDANTS included Sick hours into the computation of total hours worked for purposes of Cal. Lab. Code §226(a)(2), notwithstanding the fact that Sick hours are not considered hours worked. DEFENDANTS' inclusion of Sick hours into the total hours worked in itemized wage statements issued to PLAINTIFFS and other CALIFORNIA CLASS Members violates Cal. Lab. Code §226(a)(2).

23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

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

E. <u>Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations</u>

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

26. During the CLASS PERIOD, from time-to-time DEFENDANT required PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

27. DEFENDANT directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

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

29. DEFENDANT was able to track the amount of time PLAINTIFF and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to

document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

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

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

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

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

F. <u>Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay</u>

34. From time to time during the CLASS PERIOD, DEFENDANT failed and continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS Members for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at

the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANT's business records.

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

36. The second component of PLAINTIFF'S and other CALIFORNIA CLASS Members' compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by DEFENDANTS.

37. However, from time to time, when calculating the regular rate of pay in those pay periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of

pay" for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

38. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

G. Reporting Time Violations

39. Further, DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS Members to report to work, but were furnished less than half their scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members to engage in additional work, this sometimes resulted in a second reporting for work in a single workday. In such a circumstance of a second reporting for work in a single workday, DEFENDANT failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

H. Violations for Untimely Payment of Wages

40. Pursuant to California Labor Code section 204, PLAINTIFF and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time period.

41. Pursuant to Cal. Lab. Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to Cal. Lab. Code § 202, if an employee 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." PLAINTIFF and the CALIFORNIA CLASS Members were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

42. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all CALIFORNIA CLASS Members whose employment ended during the CLASS PERIOD.

I. Unlawful Deductions

43. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF and CALIFORNIA CLASS Members' pay without explanations and without authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result, DEFENDANT violated Labor Code § 221.

J. Timekeeping Manipulation

44. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other members of the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and

unilaterally alter the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and other members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks.

45. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

46. The mutability of the timekeeping system also allowed DEFENDANT to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's timekeeping system so as to create the appearance that PLAINTIFF and other members of the CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

47. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited wages due them for all hours worked at DEFENDANT'S direction, control and benefit for the time the timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced by DEFENDANT'S business records.

K. <u>Unlawful Rounding Practices</u>

48. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping

system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

49. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

L. <u>Sick Pay Violations</u>

50. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave.

51. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of paid sick leave available.

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

provide PLAINTIFF with a second off-duty meal period each workday in which they were required by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break. DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANT'S strict corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF for required business expenses related to, the use of her personal cell phones and computers, on behalf of and in furtherance of her employment with DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of $75,000.

CLASS ACTION ALLEGATIONS

53. PLAINTIFF brings this Class Action on behalf of herself, and a California class defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD").

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

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

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

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

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

c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;

d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;

e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;

f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;

g. Whether DEFENDANT issued legally compliant wage statements;

h. Whether DEFENDANT 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;

i. Whether DEFENDANT 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 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;

j. Whether DEFENDANT 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.

57. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

58. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF have the same interests as the other members of the class.

59. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

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

61. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the interest of the other CALIFORNIA CLASS Members.

62. 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 DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

63. 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.

64. 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.

65. 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 DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

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

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

66. 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.

67. DEFENDANT is a "person" as that term is defined under Cal. Bus. And Prof. Code § 17021.

68. 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).

69. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 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.

70. By the conduct alleged herein, DEFENDANT's 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.

71. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally mandated meal and rest periods and the required amount of compensation for missed meal and rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary business expenses incurred, 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.

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

73. By the conduct alleged herein, DEFENDANT's practices were also unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide

mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as required by Cal. Lab. Code §§ 226.7 and 512.

74. Therefore, PLAINTIFF demands on behalf of herself 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.

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

76. By and through the unlawful and unfair business practices described herein, DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other members of the CALIFORNIA CLASS, including earned wages for all time 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 DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors who comply with the law.

77. 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.*

78. 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 DEFENDANT 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 time worked.

79. 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 DEFENDANT from engaging in any unlawful and unfair business practices in the future.

80. 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 DEFENDANT. 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 DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

Failure To Pay Minimum Wages

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

Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)

81. 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.

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

83. 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.

84. 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.

85. 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.

86. DEFENDANT maintained 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. As set forth herein, DEFENDANT's 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.

87. DEFENDANT's 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.

88. In committing these violations of the California Labor Code, DEFENDANT 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.

89. As a direct result of DEFENDANT's 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 DEFENDANT.

90. During the 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.

91. By virtue of DEFENDANT's 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.

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

DEFENDANT 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 DEFENDANT 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.

93. 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, DEFENDANT 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.

94. 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 DEFENDANT, 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, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS Members. DEFENDANT's 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.

/ / /

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

(Cal. Lab. Code §§ 204, 510, 1194 and 1198)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)

95. 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.

96. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's 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.

97. 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.

98. Cal. Lab. Code § 510 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.

99. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum and 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.

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

101. DEFENDANT's 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.

102. In committing these violations of the California Labor Code, DEFENDANT inaccurately recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT 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.

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

104. 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, PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of California.

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

106. DEFENDANT 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 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which

DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business records and witnessed by employees.

107. By virtue of DEFENDANT's unlawful failure to accurately pay all earned compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true amount of overtime 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.

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

109. 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, DEFENDANT 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.

110. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and

therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

Failure To Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

111. 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.

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

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

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

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

115. 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.

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

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

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

<u>SIXTH CAUSE OF ACTION</u>

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code §§ 2802)

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

119. 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.

120. 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.

121. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, their personal cell phones and computers as a result of and in furtherance of their job duties, including but not limited to receiving and/or responding to work-related communications and perform work-related duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cell phones and computers to execute their essential job

duties on behalf of DEFENDANT. DEFENDANT’s uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from using their personal cell phones and computers for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT’s conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

122. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by them and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

<u>SEVENTH CAUSE OF ACTION</u>

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

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

123. 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.

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

a. Gross wages earned,

b. (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,

c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,

e. net wages earned,

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

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

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

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

125. When DEFENDANT did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

126. Further, from time to time, DEFENDANTS included Sick hours into the computation of total hours worked for purposes of Cal. Lab. Code §226(a)(2), notwithstanding the fact that Sick hours are not considered hours worked. DEFENDANTS' inclusion of Sick hours into the total hours worked in itemized wage statements issued to PLAINTIFFS and other CALIFORNIA CLASS Members violates Cal. Lab. Code §226(a)(2).

127. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

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

EIGHTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

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

129. 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.

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

> As used in this article:
>
> (d) "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.
>
> (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

131. 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."

132. 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.

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

134. 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.

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

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

/ / /

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, 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 overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
   d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.
2. On behalf of the CALIFORNIA CLASS:
   a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
   b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
   c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
   d. The greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and an award of costs for

violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

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

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

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: August 20, 2023

ZAKAY LAW GROUP, APLC

By:______________________

Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: August 20, 2023

ZAKAY LAW GROUP, APLC

By:______________________

Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Activity: All Dates

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
			Rivas v. Matrix Providers (002-513)				
01/29/2024	No	Andrea Amaya	Case management. Office meeting re: status on case. Case reassignment.	500.00	0.1	50.00	50.00
02/01/2024	No	Andrea Amaya	Case management/fact investigation. Discuss status of case w/ team.	500.00	0.1	50.00	100.00
02/23/2024	No	Andrea Amaya	Case management. Review file. Prepare CMS.	500.00	2	1,000.00	1,100.00
03/13/2024	No	Andrea Amaya	Case management. Email to/from OC re: update on class size.	500.00	0.2	100.00	1,200.00
03/14/2024	No	Andrea Amaya	Case management. Prepare for CMS.	500.00	1.5	750.00	1,950.00
03/15/2024	No	Andrea Amaya	Case management. Attend CMS.	500.00	0.6	300.00	2,250.00
05/24/2024	No	Andrea Amaya	Case Management. Email to/from OC re: update on mediation.	500.00	0.5	250.00	2,500.00
05/29/2024	No	Andrea Amaya	Case Management. Email to/from OC re: setting date for mediation.	500.00	0.9	450.00	2,950.00
06/12/2024	No	Andrea Amaya	Case management. Email to/from OC re: their review of the stip to stay and data demand.	500.00	0.2	100.00	3,050.00
07/11/2024	No	Andrea Amaya	Pleadings. Review CMS for upcoming CMC.	500.00	0.5	250.00	3,300.00
11/12/2024	No	Andrea Amaya	Case management. Fact investigation. TC with client to gather additional details regarding her W&H claims.	500.00	1	500.00	3,800.00
11/12/2024	No	Andrea Amaya	Fact investigation. TC w/ client to discuss individual claims. Prepare RTS blurb.	500.00	3	1,500.00	5,300.00
					10.6	5,300.00	
08/17/2023	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	850.00	4	3,400.00	3,400.00
09/06/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.4	340.00	3,740.00
10/02/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Extension on Responsive Pleadings	850.00	0.5	425.00	4,165.00
11/29/2023	No	Jean Claude Lapuyade	Pleadings - R&R Answer	850.00	1.5	1,275.00	5,440.00
01/05/2024	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited M&C Letter	850.00	1.5	1,275.00	6,715.00
01/10/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re M&C Re SI (Set 1)	850.00	0.2	170.00	6,885.00
01/23/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re M&C SI (Set 1)	850.00	0.3	255.00	7,140.00
01/24/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire	850.00	0.5	425.00	7,565.00
02/29/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re CMS	850.00	0.1	85.00	7,650.00
04/01/2024	No	Jean Claude Lapuyade	Case Management - Drafted and Revised CMS and Emails to/from OC Re Same	850.00	1	850.00	8,500.00
06/18/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Discovery Extension	850.00	0.3	255.00	8,755.00
06/20/2024	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Belaire	850.00	1.8	1,530.00	10,285.00
06/26/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay and Data Demand and R&R Stip with Defense Edits	850.00	0.9	765.00	11,050.00
07/10/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS and Emals to/from OC RE Same	850.00	1.5	1,275.00	12,325.00
07/18/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	850.00	0.3	255.00	12,580.00
09/17/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	12,835.00
10/24/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.4	340.00	13,175.00
10/30/2024	No	Jean Claude Lapuyade	dDiscovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	13,430.00
10/30/2024	No	Jean Claude Lapuyade	Discovery/Fact Investigation - R&R Time and Payroll data to identify meal period violation for mediation brief and rounding	850.00	4.1	3,485.00	16,915.00
11/08/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data (policy materials)	850.00	0.3	255.00	17,170.00
11/13/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	17,425.00
11/13/2024	No	Jean Claude Lapuyade	Legal Research - Federal Enclave Doctrine and Application to Identified Worksites for Class Members	850.00	6.4	5,440.00	22,865.00
11/13/2024	No	Jean Claude Lapuyade	Legal Research - Necessity of Short Shift Meal Period Waivers and Donaue and drafted legal memo for mediation brief	850.00	5.4	4,590.00	27,455.00
11/18/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data Points	850.00	0.4	340.00	27,795.00
11/19/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data Issues and Transfer	850.00	0.4	340.00	28,135.00
11/20/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Mediation Data Analysis Issues with data	850.00	0.6	510.00	28,645.00
12/04/2024	No	Jean Claude Lapuyade	Discovery - R&R Expert Report and Emails to/from Expert Re Report	850.00	2.5	2,125.00	30,770.00
12/04/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.2	170.00	30,940.00
12/12/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	850.00	8	6,800.00	37,740.00
01/03/2025	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire	850.00	0.3	255.00	37,995.00
01/06/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re Belaire	850.00	0.3	255.00	38,250.00
01/10/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re Case Status	850.00	0.3	255.00	38,505.00

01/16/2025	No	Jean Claude Lapuyade	Discovery - Drafted P.O. and emails to/from OC Re Same	850.00	2.8	2,380.00	40,885.00
01/17/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re discovery extensions	850.00	0.4	340.00	41,225.00
01/21/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re protective order	850.00	0.3	255.00	41,480.00
01/24/2025	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC Re PO	850.00	0.2	170.00	41,650.00
02/23/2025	No	Jean Claude Lapuyade	Law and Motion - Revised and edited P&As fro MTC SI (Set1)	850.00	2	1,700.00	43,350.00
04/08/2025	No	Jean Claude Lapuyade	Law and Motion - R&R Defendant's Motion to Compel Arb. and associated research	850.00	3.5	2,975.00	46,325.00
05/07/2025	No	Jean Claude Lapuyade	Mediation - TCW OC Re Continued negotiations	850.00	0.9	765.00	47,090.00
06/23/2025	No	Jean Claude Lapuyade	Mediation - TCW Mediator re continued negations	850.00	0.5	425.00	47,515.00
07/01/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.4	340.00	47,855.00
07/07/2025	No	Jean Claude Lapuyade	Settlement - R&R defense edits to MOU and emails to/from OC re same	850.00	1.5	1,275.00	49,130.00
07/08/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.5	425.00	49,555.00
07/15/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	49,810.00
07/15/2025	No	Jean Claude Lapuyade	Settlement - drafted client correspondence re terms of SAR	850.00	1.5	1,275.00	51,085.00
07/17/2025	No	Jean Claude Lapuyade	Settlement - TCW client re MOU and settlement terms	850.00	0.4	340.00	51,425.00
07/23/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.2	170.00	51,595.00
07/31/2025	No	Jean Claude Lapuyade	Settlement - drafted, revised and edited SAR	850.00	4.2	3,570.00	55,165.00
08/13/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.4	340.00	55,505.00
08/21/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	55,760.00
08/26/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	55,930.00
08/29/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	56,185.00
09/09/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re SAR	850.00	0.3	255.00	56,440.00
09/11/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	56,695.00
09/12/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re SAR edits and issues	850.00	0.5	425.00	57,120.00
09/15/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR edits	850.00	0.3	255.00	57,375.00
09/23/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re SAR	850.00	0.2	170.00	57,545.00
09/25/2025	No	Jean Claude Lapuyade	Settlement - R&R defense revisions to SAR and emails to/from OC Re same	850.00	1.5	1,275.00	58,820.00
09/29/2025	No	Jean Claude Lapuyade	Settlement - R&R V4 of the SAR and emails to/fro co counsel with comments and edits	850.00	0.7	595.00	59,415.00
09/30/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	59,670.00
09/30/2025	No	Jean Claude Lapuyade	Pleadings/Settlement - drafted, revised and edited joint stip to vacate trial dates and emails to/from OC Re same	850.00	0.8	680.00	60,350.00
10/08/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR execution	850.00	0.2	170.00	60,520.00
10/16/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	60,690.00
10/21/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	60,945.00
10/22/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	61,200.00
10/30/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re Class data transfer to admin	850.00	0.6	510.00	61,710.00
10/30/2025	No	Jean Claude Lapuyade	Law and motion - revised and edited P&As, order and client dec ISO MPA and drafted JCL Dec. ISO MPA	850.00	2.3	1,955.00	63,665.00
10/30/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR execution	850.00	0.2	170.00	63,835.00
11/04/2025	No	Jean Claude Lapuyade	Settlement - emails to/from admin and OC Re uploading of class data	850.00	0.3	255.00	64,090.00
					75.4	64,090.00	

11/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re data	500.00	0.2	100.00	100.00
11/18/2024	No	Perssia Razma	Case management/settlement- emails w co-counsel/expert re demographics	500.00	0.2	100.00	200.00
11/19/2024	No	Perssia Razma	Case management- emails w co-counsel/expert re time records/mediation data	500.00	0.2	100.00	300.00
11/20/2024	No	Perssia Razma	Case management- emails w co-counsel/oc re demographics/mediation data	500.00	0.2	100.00	400.00
12/12/2024	No	Perssia Razma	Attended mediation	500.00	8	4,000.00	4,400.00
12/12/2024	No	Perssia Razma	Case management- prepped for/had call w client re claims/mediation/settlement expectations	500.00	0.5	250.00	4,650.00
12/13/2024	No	Perssia Razma	Case management- call w client re case update	500.00	0.2	100.00	4,750.00
06/26/2025	No	Perssia Razma	Correspondence w/ co-counsel re MOU	500.00	0.6	300.00	5,050.00
06/26/2025	No	Perssia Razma	MOU draft	500.00	1	500.00	5,550.00
08/04/2025	No	Perssia Razma	SAR draft	500.00	3	1,500.00	7,050.00
08/04/2025	No	Perssia Razma	Admin bids/emails w/ admin re bid	500.00	0.3	150.00	7,200.00
09/02/2025	No	Perssia Razma	reviewed def revisions to SAR draft	500.00	0.4	200.00	7,400.00
09/05/2025	No	Perssia Razma	revisions to SAR draft	500.00	0.5	250.00	7,650.00
09/18/2025	No	Perssia Razma	prepped for/attended call w/ oc re SAR revisions	500.00	0.4	200.00	7,850.00

09/26/2025	No	Perssia Razma	stip to vacate trial draft	500.00	0.5	250.00	8,100.00
09/29/2025	No	Perssia Razma	reviewed further def revisions to SAR/discussed w co-counsel	500.00	0.3	150.00	8,250.00
10/13/2025	No	Perssia Razma	Case management- emails w oc re SAR	500.00	0.2	100.00	8,350.00
10/21/2025	No	Perssia Razma	emails w/ oc/co-counsel re SA	500.00	0.3	150.00	8,500.00
10/29/2025	No	Perssia Razma	SA draft	500.00	5	2,500.00	11,000.00
10/30/2025	No	Perssia Razma	emails w co-counsel/oc re AE data/SA filing/SAR	500.00	0.8	400.00	11,400.00
10/31/2025	No	Perssia Razma	revisions to SA draft/sent SA to OC	500.00	0.8	400.00	11,800.00
					23.6	11,800.00	
					109.6	**$ 81,190.00**	

EXHIBIT 5

JCL Law Firm
Transaction Report
All Dates

Date	Transaction Type	Num	Name	Memo/Description	Amount	Balance
				Rivas v. Matrix Providers (002-513)		
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.20	0.20
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	16.20	16.40
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	4.00	20.40
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	10.21	30.61
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.10	30.71
03/01/2024	Expense		One Legal LLC	One Legal Order Number: 22344894 - Filing Fee Re: Case Management Statement, Proof of Service	15.39	46.10
03/27/2024	Expense		SD Superior Court		1.00	47.10
03/31/2024	Journal Entry	Mar 2024 Postage		Copies for March 2024	0.10	47.20
04/05/2024	Expense		One Legal LLC	One Legal Order No. 22607439 - Filing Fee Re: Case Management Statement, Proof of Service	15.39	62.59
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	1.10	63.69
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	1.10	64.79
07/19/2024	Expense		One Legal LLC	One Legal Order No. 23352880 - Filing Fee Re: Case Management Statement, Proof of Service	18.99	83.78
09/06/2024	Check	3949	Louis Marlin Mediation	Inv. 2557	4,500.00	4,583.78
09/30/2024	Journal Entry	Aug/Sept. 2024 Post.		Aug/Sept 2024 Postage	0.69	4,584.47
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	0.70	4,585.17
10/23/2024	Expense		One Legal LLC	One Legal Order No. 23364011 - Filing Fee Re: Stipulation, Proof of Service	39.58	4,624.75
11/30/2024	Journal Entry	Nov 2024 Copies		November 2024 Copies	0.10	4,624.85
12/30/2024	Check	4077	Berger Consulting Group	Inv. 13432	2,092.50	6,717.35
12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	0.10	6,717.45
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	0.10	6,717.55
02/14/2025	Expense		One Legal LLC	One Legal Order No. 24644115 - Filing Fee Re: Proof of Service, Stipulation - Fee Due	43.06	6,760.61
02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	0.10	6,760.71
03/18/2025	Expense		SD Superior Court		2.00	6,762.71
04/08/2025	Expense		One Legal LLC	One Legal Order No. 25097931 - Filing Fee Re: Ex Parte Application and Supporting Documents, Declaration, Proof of Service	84.36	6,847.07
04/08/2025	Expense		One Legal LLC	One Legal Order No. 25097932 - Filing Fee Re: Ex Parte Application and Supporting Documents, Declaration, Proof of Service	144.55	6,991.62
04/10/2025	Expense		SD Superior Court		1.00	6,992.62
04/10/2025	Expense		SD Superior Court		1.00	6,993.62
07/07/2025	Expense		One Legal LLC	One Legal Order No. 25773930 - Filing Fee Re: Opposition, Proof of Service	23.63	7,017.25
10/22/2025	Expense		One Legal LLC	One Legal Order No. 26500972 - Filing Fee Re: Stipulation - Fee Due, Proof of Service	45.32	7,062.57
11/4/2025	Expense			Anticipated MPA Filing Fees and Costs	250.00	
					$ 7,312.57	
TOTAL					**$ 7,312.57**	

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
- Super Lawyers 2025 - 2026
- 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);

EXHIBIT 7

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Attorneys for Plaintiff DANIELA RIVAS-MULIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DANIELA RIVAS-MULIA, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, v. MATRIX PROVIDERS, INC., a Colorado corporation; and DOES 1-50, Inclusive, Defendants.	Case No.: 37-2023-00036339-CU-OE-CTL **DECLARATION OF SEAN HARTRANFT OF APEX CLASS ACTION LLC IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** Hearing Date: December 5, 2025 Hearing Time: 9:00 a.m. Judge: Hon. Matthew C. Braner Dept.: 60

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 100 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale settlements efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We maintain the highest level of confidentiality in all our operations. Any employee data and communication received by us will be treated with utmost discretion and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to

sensitive personal information to ensure they do not pose a threat to the security of client or class member information. As part of its commitment to data security and industry best practices, Apex Class Action has completed a rigorous third-party audit and is SOC 2 Type 2 certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and system integrity. This certification reflects Apex's continued focus on protecting sensitive information through well-documented and consistently applied internal controls. To guarantee the security of the settlement administration process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as required by legal standards and best practices in the legal profession.

6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary and final calculations to determine the individual settlement amounts, including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class USPS mail.

7. The administration fees for Apex Class Action's management of this PAGA settlement will not exceed $4,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing the specific administration services that will be provided.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 20th day of October 2025, in Irvine, California.

Sean Hartranft

EXHIBIT A

CLASS ACTION ADMINISTRATION

CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards Act (FSLA)
- Telephone Consumer Protection Act (TCPA)
- Employee Retirement Income Security Act (ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.

To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

EXHIBIT B

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:
Alice Walker Dupler
JCL Law Firm, A.P.C.
awalker@jcl-lawfirm.com
888.498.6999

Case Name:	**Rivas v. Matrix Providers, LLC**
Date:	Tuesday, August 5, 2025
RFP Number:	15160002

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Number of Aggrieved Employees	**214**
Certified Language Translation:	**No**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$425.00
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	$120.00	1	$120.00
Bilingual Toll-Free Contact Center	Static Rate	$65.00	1	$65.00
NCOA Address Update (USPS)	Static Rate	$55.08	1	$55.08
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$240.08

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	$1.50	214	$321.00
USPS First Class Postage	Per Piece	$0.78	214	$166.92
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.50	43	$107.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	5	$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$365.00	1	$365.00
			Sub Total:	$3,229.92
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$475.00
			WILL NOT EXCEED:	**$4,990.00**

Thank you for your business!

APEX
CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. T1he Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.