

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ROSANGELA TORRES, an individual, in her
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiff,

v.

COGSWELL COLLEGE LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No: 24STCV00409

**DECLARATION OF SYDNEY
CASTILLO-JOHNSON, ESQ. IN
SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE PAGA SETTLEMENT**

Date: March 10, 2026
Time: 11:30 a.m.

Judge: William F. Highberger
Dept.: 10

1 I, Sydney Castillo-Johnson, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law at JCL LAW
4 FIRM, APC (hereinafter “Plaintiff’s Counsel”) and co-lead counsel of record for Plaintiff Rosangela
5 Torres (“Plaintiff”) in this matter. As such, I am fully familiar with the facts, pleadings, and history of
6 the matter. The following facts are within my own personal knowledge, and if called as a witness, I
7 could testify competently to the matters stated herein.

8 2. This declaration is being submitted in support of the Motion for Approval of PAGA
9 Settlement with Defendant Cogswell College LLC. (“Defendant”).

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

12 4. A true and correct copy of Plaintiff’s January 5, 2024, Notice of Violations filed with the
13 Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as **Exhibit #2**.

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

17 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
18 February 9, 2026, is attached hereto as **Exhibit #4**.

19 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
20 February 9, 2026, is attached hereto as **Exhibit #5**.

21 I. INTRODUCTION

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

28 ///

II. PROCEDURAL AND FACTUAL BACKGROUND

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

9. Defendant operates a private, for-profit university in the state of California located in San Jose, Santa Clara County, where Plaintiff worked. Plaintiff was employed by Defendant worked remotely in Los Angeles County from March 2022 to May 2023. At all times during her employment, Plaintiff was classified by Defendant as a non-exempt employee and was entitled to legally mandated meal and rest periods, minimum wage and overtime compensation. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "Cogswell College Employee Handbook."

10. On January 5, 2024, Plaintiff filed a Notice of Violations ("PAGA Notice") with the LWDA and served the same on Defendant. The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

11. On January 5, 2024, Plaintiff filed a 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.

12. On March 11, 2024, Plaintiff filed a First Amended Class Action Complaint alleging an additional cause of action for violations of PAGA, alleging that Defendant violated various California Labor Code Sections, including 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,

1 1199, 2802, 2804, and the applicable Industrial Welfare Commission Wage Order(s), based on various
2 theories of liability, including, but not limited to, Defendant's alleged failure to: reimburse for business
3 expenses necessarily incurred, provide meal periods, provide rest periods, pay wages for all hours
4 worked, including minimum and reporting time wages, and provide accurate itemized wage statements.

5 13. On May 23, 2024, Plaintiff filed a Second Amended Complaint ("Operative Complaint")
6 which dismissed the previously alleged class claims based on an arbitration agreement Plaintiff signed
7 and asserted one cause of action under PAGA.

8 14. On May 20, 2024, Plaintiff filed her Demand for Arbitration with American Arbitration
9 Association Case No. 01-24-0005-5324. The Parties engaged in extensive litigation which included
10 special interrogatories, requests for production, requests for admission, and depositions of Plaintiff and
11 Defendant's Person Most Knowledgeable.

12 15. The Parties agreed to attend private mediation. To facilitate settlement negotiations,
13 Defendant agreed to informally produce documents and data points subject to the mediation privilege,
14 including but not limited to, the Aggrieved Employees' time and payroll data, and pertinent written
15 wage and hour policies. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at
16 Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data. Plaintiff's
17 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
18 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
19 Cal.App.4th 116, 129-130.

20 16. On June 23, 2025, the Parties participated in mediation presided over by Brian Sinclair,
21 Esq., a mediator of wage and hour representative actions. The Parties' mediation did not result in a
22 settlement of Plaintiff's PAGA claims. However, the Parties continued settlement efforts and ultimately
23 reached a settlement after both sides agreed to a Mediator's proposal.

24 17. The Parties subsequently drafted and negotiated a long-form settlement which is the
25 subject of the instant motion. The Settlement was negotiated in light of all known facts and
26 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being
27 able to maintain representative claims and establishing manageability, the difficulty of proving
28 Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant

1 delay and potential appellate issues related to the litigation – and was reached after extensive arm’s
2 length negotiations, with the assistance of Mediator Sinclair.

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

9 19. Defendant denies the allegations in the Operative Complaint, denies any failure to comply
10 with the laws identified in the Operative Complaint and denies any and all liability for the causes of
11 action alleged.

12 20. The Parties, Plaintiff’s Counsel and Defense Counsel represent that they are not aware of
13 any other pending matter or action asserting claims that will be extinguished or affected by the
14 Settlement.

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

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

21 22. The PAGA settlement is subject to Court approval consistent with Labor Code §
22 2699(s)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
23 Amount payment in the amount of Eighty-Nine Thousand Five Hundred Dollars and Zero Cents
24 (\$89,500.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of
25 a Attorneys’ Fees and Costs in the amount of up to Forty-Nine Thousand, Eight Hundred Thirty-Three
26 Dollars and Thirty-Three Cents (\$49,833.33), comprised of one-third of the Gross Settlement Amount
27 for the Attorneys’ Fees (estimated to be approximately \$29,833.33), reimbursement of the Attorneys’
28

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

Costs for incurred litigation expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) and Administration Costs which will not exceed Three Thousand Dollars and Zero Cents (\$3,000.00). Agreement generally at §§ III(4). After these deductions, the amount remaining is the “PAGA Payment,” which is estimated to be \$36,666.67.

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

23. The Gross Settlement Amount of \$89,500.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendant’s liability exposure is estimated at approximately \$170,000 in PAGA Penalties (1,700 pay periods multiplied by \$100 per pay period).

24. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff estimated Defendant’s liability exposure at approximately \$268,900. Plaintiff estimated Defendant’s exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	1,700	100% of PAGA Pay Periods	\$170,000.00
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50 ³	595	35% of PAGA Pay Periods	\$29,750.00
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	595	35% of PAGA Pay Periods	\$29,750.00

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

³ The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”].) Separately, Defendant also argued that courts have considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims. SCJ Dec., ¶ 28.

<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$100	54	3.2% of PAGA Pay Periods	\$5,400.00
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	340	20% of PAGA Pay Periods	\$34,000.00

25. Plaintiff's primary claim alleges that Defendant required Plaintiff and other Aggrieved Employees to utilize their personal cell phones and home internet for work-related communications for remote work, including to send emails, check messages on Teams, use Zoom to communicate with management and students, and for calls to management, coworkers, students, and potential students. However, Defendant did not reimburse Plaintiff and other Aggrieved Employees for these expenses and had in place a written policy that refused to reimburse for the use of these items. California employers who require employees to incur personal business expenses for work purposes must reimburse the employee for the cost incurred. (See Cal. Labor Code § 2802(a), providing that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...").

26. Defendant argued that remote work was optional and, therefore, that it was not required to reimburse expenses incurred as a result. However, Plaintiff applied for, was hired as, and performed all work in a remote position. Plaintiff estimates Defendant's exposure for this claim to be \$170,000.00.

27. Plaintiff also alleges that Defendant failed to provide compliant meal periods. Specifically, Plaintiff alleges that in 29.7% of shifts, employees' first meal period was recorded after the end of their fifth hour of work, and 63.4% of shifts between five to six hours long did not have a recorded first meal period. Plaintiff's expert further found that 14.6% of shifts had a meal period shorter than 30 minutes. Moreover, Defendant failed to pay a single meal period premium during the PAGA Period. Defendant denies these allegations, noting that it had in place lawful meal period policies and

1 practices. Taking into account Defendant's defenses, Plaintiff estimates Defendant's exposure for this
2 claim to be approximately \$29,750.00.

3 28. Plaintiff further alleged that Defendant failed to provide compliant rest periods.
4 Specifically, Plaintiff alleged that she and the Aggrieved Employees were unable to take rest periods,
5 and when they did, they were short and/or interrupted. During the PAGA Period, Defendant had in
6 place a written policy which required Aggrieved Employees to respond timely to all communications
7 making it nearly impossible to take timely rest periods. Defendant argued that Plaintiff's rest break
8 claim would have mainly relied on the testimony of Aggrieved Employees, making it a riskier claim,
9 and argued that in any event the word timely is a flexible term and certainly does not mean within ten
10 minutes. Also, establishing liability likely would have entailed competing testimony stating either rest
11 breaks were taken, or rest breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D.
12 Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court,
13 plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this
14 Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D.
15 Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the
16 written policy does not generate uniform practices").

17 29. Considering Defendant's defenses, Plaintiff estimates Defendant's exposure for this
18 claim to be approximately \$29,750.00.

19 30. Plaintiff alleged that Defendant failed to pay employees for all hours worked.
20 Specifically, Plaintiff's expert found that 3.2% of all shifts analyzed during the PAGA Period were less
21 than two hours in length. Based on Plaintiff's expert analysis of the data provided by Defendant, there
22 were approximately 772 unpaid reporting time hours throughout the PAGA Period. Plaintiff's expert
23 determined that these data points indicate that there is a significant likelihood that these Aggrieved
24 Employees were not scheduled for only two hours, and rather, reported to work and were sent home
25 and improperly compensated, hence leading to a reporting time underpayment.

26 31. Plaintiff further claims that she would be required to answer phone calls prior to clocking
27 in and after clocking out. As a remote worker, her primary form of communication with management,
28 supervisors, co-workers, and students were all through the phone. As such, she estimates that

1 approximately two to three times per week she would take a phone call lasting approximately five to
2 ten minutes each.

3 32. Defendant argued that it had in place lawful written policies that prohibited employees
4 from working off-the-clock and that the short shifts were worked by students who worked on a casual
5 basis. Thus, Plaintiff estimated Defendant's total exposure for these combined claims to be between
6 \$5,400.00.

7 33. Plaintiff further alleged that the Defendant's labor code violations for non-compliant meal
8 and rest breaks and unpaid wages result in derivative liability for waiting time penalties and penalties
9 resulting from inaccurate wage statements. Although these penalties represent a large dollar amount of
10 exposure, these are Plaintiff's most uncertain claims. Specifically, Defendant argued that Plaintiff could
11 not prove "knowing or intentional" prong needed to obtain waiting time penalties under Labor Code
12 Section 226. Taking into account Defendant's defenses, Plaintiff estimated Defendant's exposure for
13 these claims to be \$34,000.00 in penalties pursuant to Labor Code 226.

14 34. In light of the above, the Gross Settlement Amount is approximately 52% of Defendant's
15 potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of
16 PAGA penalties through continued litigation. Defendant's maximum exposure to PAGA penalties is
17 not a realistic outcome of the litigation because it fails to account for the risks of continued litigation
18 including, but not limited to, Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018
19 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that it can
20 only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In
21 other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor
22 Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal.
23 2011) ["Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals
24 whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."].) To do
25 this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code
26
27
28

1 violation, which would be difficult to do, since Defendant denies any liability or wrongdoing of any
2 kind associated with the claims alleged in this action.

3 35. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code
4 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
5 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
6 2, 2009). When “determining whether the employer committed Labor Code violations with respect to
7 each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off.*
8 *Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

9 36. Finally, the maximum penalty figure does not consider that Courts have complete
10 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
11 based on the facts and circumstances of the particular case, to do otherwise would result in an award
12 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
13 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
14 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
15 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
16 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
17 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
18 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
19 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
20 13 percent of the total 30-minute meal periods”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4
21 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for
22 plaintiffs’ section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries
23 as a result of the erroneous wage statements and made no complaints about the errors or omissions in
24 the wage statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San*
25 *Francisco*, 90 Cal. App. 5th 548 (2023), *as modified* (May 9, 2023), *reh’g denied* (May 15, 2023),
26 *review denied* (July 12, 2023), *and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th
27 1056, 547 P.3d 980 (2024) (concluding after a full-blown bench trial that a penalty of 15% of the
28

1 maximum PAGA penalties was the appropriate penalty). The gross amount obtained by Plaintiff's
2 Counsel is reasonable in light of Defendant's arguments.

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

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

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

16 **V. PLAINTIFF'S COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
17 **REASONABLE**

18 40. Plaintiff's Counsel seeks approval of the Attorneys' Fees and Costs, comprised of
19 Attorneys' Fees in the amount of one-third of the Gross Settlement Amount, calculated to be
20 \$29,833.33, and reimbursement of Attorneys' Costs of \$18,510.67. PAGA does not have any
21 requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys'
22 fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless,
23 should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for
24 experienced wage and hour counsel.

25 41. The requested Attorneys' Fees and Costs comprised of \$29,833.33 for attorneys' fees and
26 reimbursement of actually incurred litigation expenses of \$18,510.67, is fair, reasonable, and justified
27 by the result achieved.

28 ///

42. Plaintiff's Counsel negotiated a recovery of Eighty-Nine Thousand, Five Hundred Dollars and Zero Cents (\$89,500.00), and this result justifies the requested fees equal to one-third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal issues for Plaintiff's Counsel to overcome. Here, several defenses asserted by Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied with all applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate *any recovery* to 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 Plaintiff's Counsel's eyes, Plaintiff's 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.

43. As of the filing of this Motion, JCL Law Firm, APC incurred a total lodestar of \$105,755.00 for 174.8 hours worked by attorneys and staff successfully litigating this matter.

44. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$28,125.00 for 46.5 hours successfully litigating this action.

45. Collectively, PAGA Counsel spent a total of 221.3 hours successfully litigating this matter for a total combined lodestar of \$133,880.00. Thus, the Attorneys' Fee request is equal to Class Counsel's lodestar with a negative .22 multiplier.

46. PAGA Counsel's lodestar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	174.8	\$105,755.00
Zakay Law Group, APLC	46.5	\$28,125.00
Total	221.3	\$133,880.00

1 47. Prior to incurring costs for filing of this motion, Plaintiff's Counsel collectively expended
2 \$18,510.67 prosecuting this action (JCL Law Firm, APC - \$10,860.67, Zakay Law Group, APLC -
3 \$7,650.00).

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

8 49. Plaintiff is represented by competent and experienced counsel to pursue her claims. I am
9 qualified to represent the Plaintiff, the State of California, and the Class Members. I have experience
10 with wage and hour class and representative actions litigation like this matter, and employment matters
11 in general. I can, will and have adequately represented the interests of the Plaintiff and Settlement Class
12 Members throughout this action.

13 50. My primary practice has been employment law throughout my entire legal career. I have
14 handled a number of wage and hour matters, including individual actions, class actions, and
15 representative PAGA actions, on behalf of plaintiffs. The following is a list of wage and hour class
16 and/or PAGA actions where I served as counsel and in which final settlement approval was granted:
17 *See generally Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No.
18 63703 (April 13, 2023); *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No.
19 21STCV38452 (July 27, 2023); *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No.
20 19STCV28155 (August 1, 2023); *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case
21 No. CVRI2201491 (October 5, 2023); *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles
22 Superior Court Case No. 21STCV43314 (October 12, 2023); *Coles v. Carefusion Resources LLC, et.*
23 *al.* San Diego Superior Court Case No. 37-2022-00048696-CU-OE-CTL (March 25, 2024); *Thomas v.*
24 *Center for Elder's Independence* Alameda Superior Court Case No. 22CV024221 (July 2, 2024); *Klein*
25 *v. RedZone Security, Inc.*, Riverside Superior Court Case No. CVRI2202841 (August 15, 2024); *Nunez*
26 *v. Titan AG, et. al.* Tulare Superior Court Case No. VCU296822 (February 4, 2025); *Rene v. Koch Filter*
27 *Corporation* Riverside Superior Court Case No. CVRI2300700 (March 11, 2025); *Winn v. City Electric*
28 *Supply Company* San Diego Superior Court Case No. 37-2023-0004023 1-CU-OE-CTL (March 13,

2025); *Gamble v. AirX Utility Surveyors, Inc.* San Diego Superior Court Case No. 37-2022-00042178-CU-OE-CTL (March 14, 2025); *Garcia v. ConvergeOne* San Bernardino Superior Court Case No. CIVSB2305464 (May 12, 2025); *Lowe v. Ash's First LLC, et al* San Diego Superior Court Case No. 37-2023-00031528-CU-OE-CTL (August 8, 2025). *Solis v. 51st St. & 8th Ave. Corp., et al*, San Diego Superior Court Case No. 37-2023-00031528-CU-OE-CTL (August 8, 2025); *Natasha Taylor v. The West Oakland Health Council*, Alameda Superior Court Case No. RG20049604; *Rigoberto Monroy v. Donsuemor, Inc.*, Alameda Superior Court Case No. 22CV011917 (September 25, 2025); *Ajero v. Wildcat Discovery Technologies, Inc.* San Diego Superior Court Case No. 37-2023-00055145-CU-OE-CTL (December 5, 2025).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of February 2026 at San Diego, California.

JCL LAW FIRM, APC

By: Sydney Castillo-Johnson
Sydney Castillo-Johnson, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Rosangela Torres (“Plaintiff”), acting in her individual capacity and in a private attorney general capacity, and Defendant Cogswell College LLC (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the action entitled *Rosangela Torres v. Cogswell College LLC*, Los Angeles Superior Court Case No.: 24STCV00409, and any amendments thereto.

2. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant Cogswell College LLC during the PAGA Period. The Aggrieved Employees includes the Plaintiff.

3. “Aggrieved Employee Data” means identifying information in Defendant’s possession for each Aggrieved Employee including: name, last-known mailing address, Social Security number, and hire dates, termination dates (as applicable), and re-hire dates (as applicable).

4. “Court” means the Superior Court of California, County of Los Angeles.

5. “Defendant” means Cogswell College LLC.

6. “Effective Date” shall be defined as follows. If no objections are filed (or any objections have been withdrawn), the “Effective Date” shall be the date that the Court grants final approval of the Settlement and enters an Order and Judgment. If any objections have been filed and have not been withdrawn (the filing of an objection being a prerequisite to the filing of an appeal), then the “Effective Date” will be either: (i) if no appeal is filed, ten (10) days after the last date on which any appeal might have been filed; or (ii) if an appeal is filed, ten (10) days after the final resolution of any appeal, presuming that the appeal upholds the Settlement.

7. “Funding Date” means the date on which Defendant shall fund the Gross Settlement Amount to the Administrator and shall be fifteen (15) days after the Effective Date.

8. “Individual PAGA 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.

9. “Gross Settlement Amount” means the total sum of \$89,500 for payment of the Attorneys’ Fees and Costs, Administration Costs, and PAGA Payment, and is the maximum to be paid by Defendant in Settlement of this matter. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

10. “LWDA” means the California Labor Workforce Development Agency.

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

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698 *et seq.*

13. “PAGA Approval Date” means the date that the Court signs the Order Approving PAGA Settlement and enters Judgment accordingly.

14. “PAGA Notice” means Plaintiff’s January 5, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

15. “PAGA Payment” means the total amount remaining from the Gross Settlement Amount after payment of the Attorneys’ Fees and Costs and Administration Costs.

16. “PAGA Period” means the time period from January 5, 2023, through December 14, 2025; subject to Defendant’s discretionary right to move the end date pursuant to Article III, Section 3.

17. “PAGA Pay Period” any pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates, termination dates (if applicable), and re-hire dates (if applicable).

18. “PAGA Released Claims” means all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff’s PAGA Notice, or which reasonably could have been asserted based on the facts alleged in the PAGA Notice and the Second Amended Complaint, and which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

19. “Parties” means Plaintiff Rosangela Torres and Defendant Cogswell College LLC.

20. “Plaintiff’s Counsel” means the law firms of JCL Law Firm, APC and Zakery Law Group, APLC.

21. “Released Parties” means Defendant, including past, present, and future affiliates, parents, subsidiaries, predecessors, successors, heirs, executors, assigns, shareholders, members, owners, officers, managing members, directors, employees, agents, trustees, attorneys, indemnitees, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies.

22. “Settlement Administrator” means Apex Class Action LLC, located at P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.

II. RECITALS

1. On January 5, 2024, Plaintiff filed a PAGA Notice and served the same on Defendant.

2. On January 5, 2024, Plaintiff filed a 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.

3. On March 11, 2024, Plaintiff filed a First Amended Class Action Complaint alleging an additional cause of action for violations of PAGA.

4. On May 20, 2024, Plaintiff filed a claim with the American Arbitration Association (“AAA”) submitting her individual wage and hour claims.

5. On May 23, 2024, Plaintiff filed a Second Amended Complaint which asserted one cause of action under PAGA.

6. On October 30, 2024, Defendant filed a general denial to the arbitration claim and asserted 14 affirmative defenses to the claim.

7. On June 23, 2025, the Parties engaged in a mediation session before mediator Brian Sinclair which led to a settlement on September 15, 2025.

8. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and the Aggrieved Employees as alleged in the Complaint and the LWDA Letter pursuant to this Settlement Agreement, and Plaintiff’s individual claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. Funding. Within fifteen (15) days after the Effective Date, Defendant shall pay to the Settlement Administrator \$85,500 as the Gross Settlement Amount.

3. Number of Aggrieved Employees and Pay Periods. Defendant estimated that as of the last pay period prior to September 4, 2025, 58 Aggrieved Employees collectively worked 1,700 pay periods. If the actual number of Pay Periods worked during the PAGA Period exceeds the above number by more than 10% (1,870 Pay Periods), the Gross Settlement Amount will be increased by the actual percentage. Defendant may, in its sole discretion, adjust the length of the PAGA Period by moving the end date to the date that the Pay Periods reach 1,870.

4. Allocation of Funds. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross Settlement Amount, less the payments for the Attorneys' Fees and Costs and Administration Costs, which shall be paid as the PAGA Payment in settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code section 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) Twenty-Five percent (25%) of the PAGA Payment (\$7,916.66) shall be paid to the Aggrieved Employees ("Individual PAGA Payment") as follows:

The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

- (2) Seventy-Five percent (75%) of the PAGA Payment (\$23,750.00) shall be paid as a Labor Code section 2699 payment to the LWDA.
- (3) These payments will be reported on IRS Form 1099s as penalties. The Parties acknowledge and agree that all of the foregoing payments are attributable to penalties and so no withholdings will be taken from these payments.

b. Attorneys' Fees and Costs: Up to one-third (1/3) of the Gross Settlement Amount shall be paid to Plaintiff's Counsel for payment of Attorney's Fees, which amounts to \$29,833.33, and up to \$20,000.00 shall be paid to Plaintiff's Counsel for Costs set forth in Plaintiff's motion for approval of the Settlement. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Costs in these amounts. In the event that Court approval is required and a payment of less than requested to Plaintiff's Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to Plaintiff's Counsel. The payments to Plaintiff's Counsel will be reported on IRS Form 1099 issued to Plaintiff's Counsel. Except as set forth herein, each party shall bear their own costs and fees of this Action.

c. Administration Costs. A Settlement Administrator shall be selected by the Parties after receiving bids. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$3,000.00. In the event that Court approval of these payments is required and a payment of less than \$3,000.00 is approved, or if the actual cost to administer the settlement is less than \$3,000.00, the difference will be added to the PAGA Payment.

d. Representative PAGA Release. In her capacity as private attorney general acting on behalf of herself, the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to Plaintiff's Counsel for Attorney's Fees and Costs, Plaintiff hereby releases Defendant and the Released Parties from the PAGA Released Claims.

5. PAGA Released Claims. Upon the Effective Date, the Defendant shall be entitled to a release of all PAGA Released Claims by the Aggrieved Employees. **In no event shall the PAGA Released Claims in this Settlement Agreement release any class claims or release any individual claims other than as to penalties.**

6. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

a. Plaintiff represents and warrants that she has not assigned, transferred, or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiff further agrees to seek a Judgment in the Action.

7. No Publicity. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement.

8. Motion for Approval of the PAGA Payment, Order and Judgment. Subject to Defendant's review and approval prior to filing, Plaintiff's Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Order and Judgment ("Motion"). Plaintiff's Counsel will provide Defendant's counsel with an opportunity to propose revisions to that Motion before it is filed. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

9. Court Approval of the PAGA Payment. The settlement is contingent upon the approval of the PAGA Payment by the Court. If the Court should fail to approve this settlement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make good faith efforts and the Parties determine

approval is not possible, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. Failure to approve Attorneys' Fees and Costs in the form and amounts set forth herein shall not be grounds to terminate the Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and serve this Settlement Agreement on the LWDA consistent with Labor Code section 2699(l)(2).

2. The Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$3,000.00. Defendant will provide the Aggrieved Employee Data to the Settlement Administrator within fifteen (15) days of PAGA Approval Date.

3. Within fifteen (15) days after receipt of the Gross Settlement Amount the Settlement Administrator will calculate each Aggrieved Employee's Individual PAGA Payment based on a pay periods formula and issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the California Controller's Office, Unclaimed Property Fund in the name and for the benefit of the Aggrieved Employee. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

4. Within fifteen (15) days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will pay the Attorneys' Fees and Costs, the Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross Settlement Amount.

5. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

6. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff, or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

3. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein and in any enforcement action to enforce this Agreement for which the prevailing party shall be entitled to attorneys' fees and costs.

5. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Settlement Agreement.

6. Governing Law. This Settlement Agreement and Exhibit A shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Orange County, California and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action

or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Clara.

7. Complete Agreement. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, acknowledge, and represent that this Settlement Agreement and Exhibit A contain the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. Judgment and Continued Jurisdiction. After approval of this settlement, the Court in the Action will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

9. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator referred to above to resolve such disagreement.

10. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

11. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge they are each represented by competent counsel and they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

13. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered

to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

16. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

17. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or an admission or concession regarding the validity of Plaintiff's claims by Plaintiff. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

20. No Admission of Liability or Wrongdoing by Defendant. Defendant contends that

all of its employees were compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendant has denied, and continue to deny, each of the claims and contentions alleged by the Plaintiff in this Action. Defendant has asserted and continue to assert defenses thereto and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this settlement, nor any action taken to carry out the terms of this settlement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendant or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

21. Waiver of Right to Appeal. Provided the Order Approving Settlement is consistent with the terms and conditions of the parties' Settlement Agreement, Plaintiff, Aggrieved Employees, the LWDA, and Defendant, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Order Approving Settlement, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Order Approving Settlement will become final and non-appealable at the time it is entered.

22. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator for resolution.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

(Party Signatures on Page 11)

PARTY SIGNATURE PAGE

PLAINTIFF:

ROSANGELA TORRES

Dated: 12/10/2025


Rosangela Torres (Dec 10, 2025 14:03:02 PST)
By: Rosangela Torres

DEFENDANT:

COGSWELL COLLEGE LLC

Dated: _____

By: _____
on behalf of Cogswell College LLC

ATTORNEY SIGNATURE PAGE

APPROVED AS TO FORM:

PLAINTIFF:

JCL LAW FIRM, APC

Dated: December 10, 2025


By: Jean-Claude Lapuyade

PLAINTIFF:

ZAKAY LAW GROUP, APLC

Dated: December 11, 2025


By: Shani Zakay

PARTY SIGNATURE PAGE

PLAINTIFF:

ROSANGELA TORRES

Dated: 12/10/2025


Rosangela Torres (Dec 10, 2025 14:03:02 PST)
By: Rosangela Torres

DEFENDANT:

COGSWELL COLLEGE LLC

Dated: 01/05/2026


By: Brian Galletti
on behalf of Cogswell College LLC

ATTORNEY SIGNATURE PAGE

APPROVED AS TO FORM:

PLAINTIFF:

JCL LAW FIRM, APC

Dated: December 10, 2025


By: Jean-Claude Lapuyade

PLAINTIFF:

ZAKAY LAW GROUP, APLC

Dated: _____

By: Shani Zakay

DEFENDANT:

Dated: 1/5/26

STUART KANE LLP



By: _____
Robert J. Kane

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Defendant Cogswell College LLC (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code section 2698 *et seq.* (“PAGA”). Plaintiff Rosangela Torres (“Plaintiff”) alleges 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 paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for necessary business expenses, and not timely paid all wages purportedly due during and at the end of employment.

Defendant denies these claims and denies that they owe any penalties. However, 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 all current and former non-exempt employees worked for Defendant in California at any time during the period from January 5, 2023, through the earlier of full execution of the Settlement Agreement or December 14, 2025 (the “PAGA Period”). Such date is subject to adjustment based on the number of pay periods in the PAGA Period.

According to Defendant’s records, you are one of these employees and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in *Rosangela Torres v. Cogswell College, LLC*, Los Angeles County Superior Court Case No. 24STCV00409 (the “Action”). The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant, including past, present, and future affiliates, parents, subsidiaries, predecessors, successors, heirs, executors, assigns, shareholders, members, owners, officers, managing members, directors, employees, agents, trustees, attorneys, indemnitees, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (“Released Parties”). The PAGA Released Claims include all PAGA claims alleged in the Second Amended Complaint in the Action and Plaintiff’s PAGA Notice which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

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

If you have any questions about your award, please contact the Settlement Administrator: Apex Class Action LLC, located at P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

EXHIBIT 2

January 5, 2024

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

COGSWELL COLLEGE LLC

c/o National Registered Agents, Inc.
330 N Brand Blvd
Glendale, CA 91203

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 1466 9056 46

Re: 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

Dear Sir/Madam:

Our offices represent Plaintiff ROSANGELA TORRES (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant COGSWELL COLLEGE LLC (“Defendant”). Plaintiff was employed by Defendant from March of 2022 to May of 2023 as a non-exempt employee, paid 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. 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 persons who are or previously were employed by Defendant in California and classified as non-exempt employees 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 Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Very truly yours,
JCL LAW FIRM, APC

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

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar # 351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

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

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ROSANGELA TORRES, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

COGSWELL COLLEGE LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

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

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFF ROSANGELA TORRES (“PLAINTIFF”), an individual, on behalf of herself
12 and all other similarly situated current and former employees, allege on information and belief,
13 except for her own acts and knowledge which are based on personal knowledge, the following:

14 **PRELIMINARY ALLEGATIONS**

15 1. Defendant COGSWELL COLLEGE LLC (“DEFENDANT”) is a California
16 limited liability company that at all relevant times mentioned herein conducted and continues to
17 conduct substantial and regular business throughout California.

18 2. DEFENDANT operates a private, for profit university in the state of California,
19 including the county of Los Angeles, where PLAINTIFF worked.

20 3. PLAINTIFF was employed by DEFENDANT in California from March of 2022
21 to May of 2023 as a non-exempt employee, paid an hourly basis, and entitled to the legally
22 required meal and rest periods and payment of minimum and overtime wages due for all time
23 worked.

24 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
25 defined as all persons who are or previously were employed by DEFENDANT in California and
26 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
27 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
28 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).

///

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

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

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

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

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

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

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

20 **JURISDICTION AND VENUE**

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

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
27 the CALIFORNIA CLASS across California, including in this County, and committed the
28 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 and other members of the CALIFORNIA CLASS 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

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

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

27
28 ///

1 **B. Rest Period Violations**

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

19 **C. Unreimbursed Business Expenses**

20 18. DEFENDANT as a matter of corporate policy, practice, and procedure,
21 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
22 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
23 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
24 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
25 are required to indemnify employees for all expenses incurred in the course and scope of their
26 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,

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

3 19. In the course of their employment, DEFENDANT required PLAINTIFF and other
4 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell
5 phones, personal computers, and home internet as a result of and in furtherance of their job duties.
6 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required to use their
7 personal cell phones, personal computers, and home internet in order to perform work related
8 tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
9 CALIFORNIA CLASS Members for the use of their personal cell phones, personal computers,
10 and home internet. As a result, in the course of their employment with DEFENDANT, the
11 PLAINTIFF and other CALIFORNIA CLASS Members incurred unreimbursed business
12 expenses that included, but were not limited to, costs related to the use of their personal cell
13 phones, personal computers, and home internet all on behalf of and for the benefit of
14 DEFENDANT.

15 **D. Wage Statement Violations**

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

24 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
25 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
26 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
27 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
28 accurate wage statements which failed to show the complete requirements under California Labor

Code sections 226(a)(1)-(9), including but not limited to, 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, DEFENDANT from time to time issued wage statements to PLAINTIFF and other CALIFORNIA CLASS Members that included hours, including but not limited to, holiday pay, sick pay, paid time off, and bereavement into the calculation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2). However, hours for holiday pay, sick pay, paid time off, and bereavement are not considered hours worked for purposes of Cal. Lab. Code § 226(a)(2). Therefore, DEFENDANT from time to time issued wage statements to PLAINTIFF and other CALIFORNIA CLASS Members that violated 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(a)(1)-(9).

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

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 having 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.

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

4 29. DEFENDANT was able to track the amount of time PLAINTIFF and the other
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
7 wages earned and owed for all the work they performed.

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

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

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

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

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
27 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
28 Members for their overtime and double time hours worked, meal and rest period premiums, and

1 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
5 the correct rate for all overtime and double time worked, meal and rest period premiums, and
6 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
7 records.

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

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

18 37. However, from-time-to-time, when calculating the regular rate of pay, in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonus, DEFENDANT failed to accurately include the non-discretionary bonus
22 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package.
25 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
27 in a systematic underpayment of overtime and double time compensation, meal and rest period
28 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by

1 DEFENDANT. Specifically, California Labor Code Section 246 mandates that paid sick time for
2 non-employees shall be calculated in the same manner as the regular rate of pay for the workweek
3 in which the non-exempt employee uses paid sick time, whether or not the employee actually
4 works overtime in that workweek. DEFENDANT’S conduct, as articulated herein, by failing to
5 include the incentive compensation as part of the “regular rate of pay” for purposes of sick pay
6 compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable
7 under Cal. Labor Code Sections 201, 202, 203 and/or 204.

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

19 **G. Violations for Untimely Payment of Wages**

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

25 40. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
26 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant
27 to Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall
28 become due and payable not later than 72 hours thereafter, unless the employee has given 72

1 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
2 or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS Members
3 were, from time to time, not timely provided the wages earned and unpaid at the time of their
4 discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

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

8 **H. Unlawful Deductions**

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

13 **I. Timekeeping Manipulation**

14 43. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
15 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
16 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
17 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
18 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
19 unilaterally alter the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and
20 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
21 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
22 missed rest breaks.

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

26 45. The mutability of the timekeeping system also allowed DEFENDANT to alter
27 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT’S
28 timekeeping system so as to create the appearance that PLAINTIFF and other members of the

1 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
2 were not at all times provided an off-duty meal break. This practice is a direct result of
3 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
4 minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks.

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

11 **J. Unlawful Rounding Practices**

12 47. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place
13 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
14 CALIFORNIA CLASS Members for the actual time these employees worked each day,
15 including overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy
16 and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
17 undercompensated for all of their time worked. As a result, DEFENDANT was able to and did
18 in fact unlawfully, and unilaterally round the time recorded in DEFENDANT'S timekeeping
19 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
20 these employees for all their time worked, including the applicable overtime compensation for
21 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
22 time to time, forfeited compensation for their time worked by working without their time being
23 accurately recorded and without compensation at the applicable overtime rates.

24 48. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
25 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
26 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding
27 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
28

1 as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
2 duty meal break.

3 49. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
4 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
5 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
7 provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANT
8 required her to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with a
9 rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
10 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was supposed
11 to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without
12 additional compensation and in accordance with DEFENDANT'S strict corporate policy and
13 practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to comply
14 with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF for
15 required business expenses related to the personal expenses incurred for the use of their personal
16 cell phone, personal computer, and home internet, on behalf of and in furtherance of her
17 employment with DEFENDANT. To date, DEFENDANT have not fully paid PLAINTIFF the
18 minimum, overtime and double time compensation still owed to her or any penalty wages owed to
19 her under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not
20 exceed the sum or value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

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

27 51. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
28 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.

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

53. 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;

1 h. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;

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

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

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

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

16 56. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.

18 57. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

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

22 59. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.

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

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

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

62. 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)

63. 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.

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

/ / /

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

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

12 66. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
15 including Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
16 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant
17 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held
18 to constitute unfair competition, including restitution of wages wrongfully withheld.

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

24 68. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
25 fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
26 mandated meal and rest periods and the required amount of compensation for missed meal and
27 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
28 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

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

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

7 70. By the conduct alleged herein, DEFENDANT's practices were also unfair and
8 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
9 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
10 required by Cal. Lab. Code §§ 226.7 and 512.

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

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

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

25 74. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

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

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

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

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

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

22 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

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

26 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

10 83. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
11 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
12 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
13 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS.

15 84. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
18 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

28 ///

1 87. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
3 failure to pay all earned wages.

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

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

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

24 91. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

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

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

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

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

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

14 93. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
17 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
18 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

28 ///

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

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

11 99. In committing these violations of the California Labor Code, DEFENDANT
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

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

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

28 ///

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

4 103. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
8 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT
9 failed to accurately record and pay as evidenced by DEFENDANT's business records and
10 witnessed by employees.

11 104. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
13 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
14 CLASS have suffered and will continue to suffer an economic injury in amounts which are
15 presently unknown to them, and which will be ascertained according to proof at trial.

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

23 106. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANT acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

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

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

15 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

20 109. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
26 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
28 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business

1 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
2 Members with a second off-duty meal period in some workdays in which DEFENDANT required
3 these employees to work ten (10) hours of work. As a result, PLAINTIFF and other members of
4 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
5 accordance with DEFENDANT's strict corporate policy and practice.

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

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

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Provide Required Rest Periods**

16 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

21 113. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
22 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
23 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
24 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
25 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
26 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
27 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
28 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other

1 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
2 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
3 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
4 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
6 periods is evidenced by DEFENDANT's business records.

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

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

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Reimburse Employees for Required Expenses**

17 **(Cal. Lab. Code §§ 2802)**

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

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

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

23 An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her
25 duties, or of his or her obedience to the directions of the employer, even though
26 unlawful, unless the employee, at the time of obeying the directions, believed them
27 to be unlawful.

28 118. 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, personal expenses incurred for the use of their personal cell phones, personal computers, and home internet all on behalf of and for the benefit of DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS Members to use their personal cell phones, personal computers, and home internet 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 the use of their personal cell phones 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.

119. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred by her 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.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

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

120. 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.

121. 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.

122. When DEFENDANT did not accurately record PLAINTIFF'S 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 the complete requirements under California Labor Code sections 226(a)(1)-(9), including but not limited to, 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.

123. Further, DEFENDANT from time to time issued wage statements to PLAINTIFF and other CALIFORNIA CLASS Members that included hours, including but not limited to,

1 holiday pay, sick pay, paid time off, and bereavement into the calculation of total hours worked
2 for purposes of Cal. Lab. Code § 226(a)(2). However, hours for holiday pay, sick pay, paid time
3 off, and bereavement are not considered hours worked for purposes of Cal. Lab. Code § 226(a)(2).
4 Therefore, DEFENDANT from time to time issued wage statements to PLAINTIFF and other
5 CALIFORNIA CLASS Members that violated Cal. Lab. Code § 226(a)(2).

6 124. In addition to the foregoing, DEFENDANT failed to provide itemized wage
7 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
8 requirements of California Labor Code Section 226(a)(1)-(9).

9 125. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
10 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
11 CLASS. These damages include, but are not limited to, costs expended calculating the correct
12 wages for all missed meal and rest breaks and the amount of employment taxes which were not
13 properly paid to state and federal tax authorities. These damages are difficult to estimate.
14 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
15 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
16 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
17 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
18 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
19 of the CALIFORNIA CLASS herein).

20 **EIGHTH CAUSE OF ACTION**

21 **Failure To Pay Wages When Due**

22 **(Cal. Lab. Code § 203)**

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

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

27
28 ///

127. 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.

128. 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."

129. 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.

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

131. 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.

132. 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.

133. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees

1 who terminated employment during the CLASS PERIOD and demand an accounting and payment
2 of all wages due, plus interest and statutory costs as allowed by law.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
5 severally, as follows:

6 1. On behalf of the CALIFORNIA CLASS:

- 7 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
8 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
9 b. An order temporarily, preliminarily and permanently enjoining and restraining
10 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
11 c. An order requiring DEFENDANT to pay all overtime wages and all sums
12 unlawfully withheld from compensation due to PLAINTIFF and the other members
13 of the CALIFORNIA CLASS; and
14 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
15 for restitution of the sums incidental to DEFENDANT's violations due to
16 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

17 2. On behalf of the CALIFORNIA CLASS:

- 18 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
19 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
20 to Cal. Code of Civ. Proc. § 382;
21 b. Compensatory damages, according to proof at trial, including compensatory
22 damages for overtime compensation due to PLAINTIFF and the other members of
23 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
24 thereon at the statutory rate;
25 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
26 the applicable IWC Wage Order;
27 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
28 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:

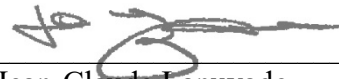
a. An award of interest, including prejudgment interest at the legal rate;

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: January 5, 2024

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: January 5, 2024

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorney for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Activity: All Dates

Torres v. Cogswell (002-549)		Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
		12/21/2023	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee Documents and Employee File Production	850.00	4	3,400.00	3,400.00
		12/22/2023	No	Jean Claude Lapuyade	Legal Research - Claims Analysis (Meal, Rest, 226 and Off the Clock)	850.00	3.9	3,315.00	6,715.00
		12/28/2023	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Claims Analysis	850.00	2.5	2,125.00	8,840.00
		01/02/2024	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Case law and Statutes)	850.00	2.5	2,125.00	10,965.00
		01/04/2024	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	850.00	3	2,550.00	13,515.00
		05/21/2024	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Stip to Stay and FAC	850.00	0.4	340.00	13,855.00
		12/04/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.4	340.00	14,195.00
		12/10/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC RE Joint Status Report	850.00	0.5	425.00	14,620.00
		01/27/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC re case status	850.00	0.3	255.00	14,875.00
		01/27/2025	No	Jean Claude Lapuyade	Case management - emails to/from OC Re mediation	850.00	0.3	255.00	15,130.00
		01/29/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re Mediation	850.00	0.3	255.00	15,385.00
		02/06/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re Mediation data	850.00	0.3	255.00	15,640.00
		02/07/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re mediation dates	850.00	0.3	255.00	15,895.00
		02/26/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re mediation	850.00	0.3	255.00	16,150.00
		04/03/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data	850.00	0.2	170.00	16,320.00
		04/21/2025	No	Jean Claude Lapuyade	Discovery - R&R Def FR-G (set1), RFP (Set 1) and SI (Set 1) to PLA	850.00	2.9	2,465.00	18,785.00
		04/22/2025	No	Jean Claude Lapuyade	Discovery - TCW and emails w/ expert re data transfer and, data analysis and damages summary assignment	850.00	1.5	1,275.00	20,060.00
		05/14/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data	850.00	0.4	340.00	20,400.00
		05/28/2025	No	Jean Claude Lapuyade	Discovery - revised and edited PLA responses to SI (Set 1) and RFP (Set 1), FR-E (Set 1)	850.00	3.1	2,635.00	23,035.00
		05/28/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC re mediation data	850.00	0.3	255.00	23,290.00
		05/29/2025	No	Jean Claude Lapuyade	discovery - emails to/from OC Re mediation data	850.00	0.3	255.00	23,545.00
		05/30/2025	No	Jean Claude Lapuyade	Discovery - emails to/from expert re mediation data delivery	850.00	0.5	425.00	23,970.00
		06/02/2025	No	Jean Claude Lapuyade	Discovery - emails to/from expert re data transfer	850.00	0.2	170.00	24,140.00
		06/05/2025	No	Jean Claude Lapuyade	Discovery - emails to/from expert damage analysis progress	850.00	0.3	255.00	24,395.00
		06/05/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re discovery responses	850.00	0.4	340.00	24,735.00
		06/08/2025	No	Jean Claude Lapuyade	Discovery - R&R expert report and f/u call with expert re reporting time claim	850.00	1.9	1,615.00	26,350.00
		06/14/2025	No	Jean Claude Lapuyade	Discovery - emails to/from expert re mediation data and questions on claims	850.00	0.7	595.00	26,945.00
		06/18/2025	No	Jean Claude Lapuyade	Law and motion - reviewed, revised and edited mediation brief	850.00	2.4	2,040.00	28,985.00
		06/23/2025	No	Jean Claude Lapuyade	Mediation - attended mediation	850.00	8	6,800.00	35,785.00
		07/15/2025	No	Jean Claude Lapuyade	Discovery - e-mails to/from OC Re PMNK depositions	850.00	0.5	425.00	36,210.00
		08/06/2025	No	Jean Claude Lapuyade	Discovery - R&R PLA depo notice	850.00	0.8	680.00	36,890.00

08/07/2025	No	Jean Claude Lapuyade	Case management - emails to/from mediator re continued settlement negotiations	850.00	0.5	425.00	37,315.00
08/20/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC re deposition discovery	850.00	0.5	425.00	37,740.00
10/18/2025	No	Jean Claude Lapuyade	Case management - e-mails to/from OC Re joint status statement	850.00	0.3	255.00	37,995.00
12/08/2025	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re final edits to SAR and reviewed final version	850.00	0.7	595.00	38,590.00
				45.4	38,590.00		
02/22/2024	No	Jennifer Heming	Review and save Court's ISC Order and MO, serve, and calendar deadlines	250.00	0.5	125.00	125.00
03/11/2024	No	Jennifer Heming	Initiate Case Anywhere	250.00	0.3	75.00	200.00
03/11/2024	No	Jennifer Heming	Email to OC re e-service	250.00	0.1	25.00	225.00
03/11/2024	No	Jennifer Heming	Review, finalize, and file FAC	250.00	0.8	200.00	425.00
03/11/2024	No	Jennifer Heming	Review and save Defendant's notice of appearance	250.00	0.2	50.00	475.00
03/12/2024	No	Jennifer Heming	Email to OC re initiation of Case Anywhere	250.00	0.1	25.00	500.00
03/14/2024	No	Jennifer Heming	File maintenance	250.00	0.3	75.00	575.00
03/18/2024	No	Jennifer Heming	Save and serve conformed FAC	250.00	0.2	50.00	625.00
03/18/2024	No	Jennifer Heming	Upload conformed complaint to LWDA	250.00	0.3	75.00	700.00
04/11/2024	No	Jennifer Heming	Review ISC Order	250.00	0.4	100.00	800.00
04/16/2024	No	Jennifer Heming	Email to OC re M&C on Joint ISC report	250.00	0.2	50.00	850.00
04/22/2024	No	Jennifer Heming	Emails to OC re M&C on Joint CMS.	250.00	0.2	50.00	900.00
04/23/2024	No	Jennifer Heming	Review, finalize, file, and serve Joint ISC Report.	250.00	0.7	175.00	1,075.00
04/23/2024	No	Jennifer Heming	Scheduled call with OC	250.00	0.3	75.00	1,150.00
04/25/2024	No	Jennifer Heming	Review LRs. Set up remote appearance for ISC	250.00	0.2	50.00	1,200.00
04/25/2024	No	Jennifer Heming	File maintenance	250.00	0.3	75.00	1,275.00
04/30/2024	No	Jennifer Heming	Check docket. Check for tentative ruling. Check remote appearance information for ISC.	250.00	0.4	100.00	1,375.00
04/30/2024	No	Jennifer Heming	Email to OC re electronic service order	250.00	0.3	75.00	1,450.00
05/01/2024	No	Jennifer Heming	Review, finalize, file, and serve order re electronic service	250.00	0.7	175.00	1,625.00
05/01/2024	No	Jennifer Heming	Review, save, and serve Court's minute order	250.00	0.2	50.00	1,675.00
05/06/2024	No	Jennifer Heming	Save and serve conformed electronic service order	250.00	0.4	100.00	1,775.00
05/21/2024	No	Jennifer Heming	Email corres with OC re stip to amend, dismiss, and stay pending arb.	250.00	0.3	75.00	1,850.00
05/22/2024	No	Jennifer Heming	Review LRs. Review, finalize, file and serve stip to amend, dismiss, and stay pending arb.	250.00	0.8	200.00	2,050.00
06/06/2024	No	Jennifer Heming	Review and save conformed SAC. Serve on OC.	250.00	0.4	100.00	2,150.00
01/28/2025	No	Jennifer Heming	Email corres. re mediators	250.00	0.3	75.00	2,225.00
12/10/2025	No	Jennifer Heming	Email corres. with OC re executed settlement agreement.	250.00	0.3	75.00	2,300.00
				9.2	2,300.00		
02/07/2025	No	Johnny Nitti	Communications -- Review and analyze Mediators availability.	500.00	0.2	100.00	100.00
03/06/2025	No	Johnny Nitti	Communications - Review and approve client communication.	500.00	0.4	200.00	300.00

03/06/2025	No	Johnny Nitti	Communications -- Review and revise client correspondence.	500.00	0.4	200.00	500.00
				1		500.00	
01/04/2024	No	Perssia Razma	pleading- drafted complaint	500.00	1	500.00	500.00
03/11/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re e-service/complaint	500.00	0.6	300.00	800.00
03/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re indiv claims	500.00	0.4	200.00	1,000.00
03/25/2024	No	Perssia Razma	Case management- emails w/ co-counsel re indiv claims	500.00	0.4	200.00	1,200.00
04/12/2024	No	Perssia Razma	Pleadings- reviewed/revised ISC	500.00	0.6	300.00	1,500.00
04/23/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re ISC statement	500.00	0.7	350.00	1,850.00
04/30/2024	No	Perssia Razma	Attended CMC hearing	500.00	0.5	250.00	2,100.00
05/20/2024	No	Perssia Razma	Pleadings- stip to stay draft	500.00	0.3	150.00	2,250.00
05/21/2024	No	Perssia Razma	Pleadings- SAC draft	500.00	1.5	750.00	3,000.00
				6		3,000.00	
01/02/2024	No	Sydney Castillo-Johnson	Fact investigation - review client docs, employee file, emails re claims	500.00	2.4	1,200.00	1,200.00
01/03/2024	No	Sydney Castillo-Johnson	Legal research - complaint requirements, lab code claims	500.00	1	500.00	1,700.00
01/03/2024	No	Sydney Castillo-Johnson	Pleadings - draft complaint and client call	500.00	3	1,500.00	3,200.00
01/04/2024	No	Sydney Castillo-Johnson	Fact investigation - review add'l client docs	500.00	0.6	300.00	3,500.00
01/04/2024	No	Sydney Castillo-Johnson	Pleadings - revise complaint	500.00	1.5	750.00	4,250.00
01/05/2024	No	Sydney Castillo-Johnson	Pleadings - emails re complaint, filing	500.00	1	500.00	4,750.00
01/08/2024	No	Sydney Castillo-Johnson	Case management - emails re judicial assignment	500.00	0.2	100.00	4,850.00
01/12/2024	No	Sydney Castillo-Johnson	Legal research - re venue and travel	500.00	1	500.00	5,350.00
02/27/2024	No	Sydney Castillo-Johnson	Fact investigation - emails re SOL and LWD	500.00	0.6	300.00	5,650.00
02/29/2024	No	Sydney Castillo-Johnson	Pleadings - emails re compl. and add'l claims	500.00	0.3	150.00	5,800.00
03/11/2024	No	Sydney Castillo-Johnson	Case management - emails re e-service; case anywhere; FAC	500.00	0.8	400.00	6,200.00
03/12/2024	No	Sydney Castillo-Johnson	Case management - emails re case anywhere	500.00	0.1	50.00	6,250.00
03/12/2024	No	Sydney Castillo-Johnson	Fact investigation - review add'l client docs and emails re client call	500.00	0.5	250.00	6,500.00
03/14/2024	No	Sydney Castillo-Johnson	Case management - client call	500.00	0.3	150.00	6,650.00
03/25/2024	No	Sydney Castillo-Johnson	Case management - emails re claims	500.00	0.4	200.00	6,850.00
04/15/2024	No	Sydney Castillo-Johnson	Case management - emails re joint ISC statement and sampling	500.00	0.4	200.00	7,050.00
04/16/2024	No	Sydney Castillo-Johnson	Case management - revise joint ISC statement	500.00	0.2	100.00	7,150.00
04/22/2024	No	Sydney Castillo-Johnson	Case Management - Emails to/from OC ISC	500.00	0.3	150.00	7,300.00
04/23/2024	No	Sydney Castillo-Johnson	Case management - review joint ISC statement; emails re ISC statement	500.00	0.5	250.00	7,550.00
05/22/2024	No	Sydney Castillo-Johnson	Case management - emails re joint stip; review OC revisions to stip	500.00	0.5	250.00	7,800.00
05/22/2024	No	Sydney Castillo-Johnson	Pleadings - emails re stip to stay pending arb	500.00	0.8	400.00	8,200.00
02/05/2025	No	Sydney Castillo-Johnson	Mediation - research proposed mediators	500.00	0.5	250.00	8,450.00

02/14/2025	No	Sydney Castillo-Johnson	Mediation - follow up on proposed mediators and dates	500.00	0.2	100.00	8,550.00
02/19/2025	No	Sydney Castillo-Johnson	Mediation - emails re dates	500.00	0.2	100.00	8,650.00
02/21/2025	No	Sydney Castillo-Johnson	Mediation - emails re mediation dates	500.00	0.3	150.00	8,800.00
01/05/2026	No	Sydney Castillo-Johnson	Settlement - emails re SAR signatures	500.00	0.3	150.00	8,950.00
01/20/2026	No	Sydney Castillo-Johnson	Case Management - emails re SA motion	500.00	0.4	200.00	9,150.00
01/27/2026	No	Sydney Castillo-Johnson	Law and Motion - draft motion for settlement approval and supporting docs	500.00	3.4	1,700.00	10,850.00
01/29/2026	No	Sydney Castillo-Johnson	Law and Motion - review co-counsel revisions, revise motion	500.00	1	500.00	11,350.00
				22.7		11,350.00	

Total for Torres v. Cogswell (002-549)

Total for Torres v. Cogswell (002-549)

84.3 \$ 55,740.00

Torres v. Cogswell
ARBITRATION (002-549.1)

05/17/2024	No	Jean Claude Lapuyade	Pleadings - Revised and Edited Arb. Demand	850.00	1.5	1,275.00	1,275.00
08/06/2024	No	Jean Claude Lapuyade	Case Management - R&R AAA Correspondence	850.00	0.5	425.00	1,700.00
09/06/2024	No	Jean Claude Lapuyade	Case Management - R&R Correspondence from AAA	850.00	0.5	425.00	2,125.00
10/30/2024	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	850.00	1.6	1,360.00	3,485.00
06/30/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re PMK Depo dates	850.00	0.5	425.00	3,910.00
07/01/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re PMK schedule	850.00	0.4	340.00	4,250.00
07/08/2025	No	Jean Claude Lapuyade	Case management - emails to/from AAA and OC re AMC hearing	850.00	0.3	255.00	4,505.00
08/04/2025	No	Jean Claude Lapuyade	Cause management - TCW client re depo prep for PMK	850.00	0.7	595.00	5,100.00
08/05/2025	No	Jean Claude Lapuyade	Discovery - prepared for and attended deposition	850.00	8	6,800.00	11,900.00
09/11/2025	No	Jean Claude Lapuyade	Hearing Prep. - Pulled applicable jury instructions for presentation outline and outline of Exhibit List	850.00	1.9	1,615.00	13,515.00
09/11/2025	No	Jean Claude Lapuyade	Hearing - Reviewed, revised and edited separate Stipulated Statement of Facts	850.00	2.5	2,125.00	15,640.00
				18.4		15,640.00	

05/20/2024	No	Jennifer Heming	Review arbitration demand. Review AAA Rules. Review, finalize, submit, and serve arbitration demand.	250.00	2	500.00	500.00
05/31/2024	No	Jennifer Heming	File maintenance and document organization. Review and save AAA Ltr re initiation of arbitration.	250.00	0.6	150.00	650.00
06/27/2024	No	Jennifer Heming	Calendaring. Review calendaring. Review, finalize, and submit CLA's strike & rank list.	250.00	1	250.00	900.00
07/11/2024	No	Jennifer Heming	contact information. Review, finalize, and submit CLA conflict checklist.	250.00	0.4	100.00	1,000.00
07/11/2024	No	Jennifer Heming		250.00	0.8	200.00	1,200.00
08/12/2024	No	Jennifer Heming	Email corres. with OC re M&C on proposed scheduling order.	250.00	0.3	75.00	1,275.00
08/15/2024	No	Jennifer Heming	Review, finalize, and submit proposed scheduling order. Review and save scheduling order. Calendaring arb hearing dates and deadlines.	250.00	0.6	150.00	1,425.00
08/23/2024	No	Jennifer Heming		250.00	1	250.00	1,675.00
				6.7		1,675.00	

05/17/2024	No	Perssia Razma	Pleadings- arb demand draft	500.00	1	500.00	500.00
------------	----	---------------	-----------------------------	--------	---	--------	--------

05/22/2024	No	Perssia Razma	Settlement/Case management- emails w/ co-counsel/oc re stip to stay	500.00	0.7	350.00	850.00
07/11/2024	No	Perssia Razma	Case management- emails w/ co-counsel re strike/rank	500.00	0.4	200.00	1,050.00
08/08/2024	No	Perssia Razma	Case management- reviewed proposed scheduling order	500.00	0.4	200.00	1,250.00
09/16/2024	No	Perssia Razma	Case management- emails w co-counsel re deadline to specify claims	500.00	0.4	200.00	1,450.00
06/30/2025	No	Perssia Razma	Discovery - emails to/from OC Re PMK depo dates	500.00	0.5	250.00	1,700.00
				3.4		1,700.00	
05/20/2024	No	Sydney Castillo-Johnson	Case management - emails re arb submission	500.00	0.2	100.00	100.00
05/31/2024	No	Sydney Castillo-Johnson	Case management - emails re fees	500.00	0.2	100.00	200.00
06/03/2024	No	Sydney Castillo-Johnson	Case management - emails re fees	500.00	0.2	100.00	300.00
06/27/2024	No	Sydney Castillo-Johnson	Case management - emails re service	500.00	0.3	150.00	450.00
07/09/2024	No	Sydney Castillo-Johnson	Case management - emails re strike/rank	500.00	0.2	100.00	550.00
07/11/2024	No	Sydney Castillo-Johnson	Case management - emails re strike/rank	500.00	0.3	150.00	700.00
10/14/2024	No	Sydney Castillo-Johnson	Case management - emails re initial disclosures	500.00	0.7	350.00	1,050.00
10/30/2024	No	Sydney Castillo-Johnson	Case management - meeting re counterclaims deadline	500.00	0.3	150.00	1,200.00
10/31/2024	No	Sydney Castillo-Johnson	Case management - review AAA corresp.	500.00	0.3	150.00	1,350.00
07/28/2025	No	Sydney Castillo-Johnson	Discovery - deposition prep; review file and DEF's initial disclosures; draft depo questions	500.00	3.2	1,600.00	2,950.00
07/29/2025	No	Sydney Castillo-Johnson	Discovery - depo prep	500.00	7.3	3,650.00	6,600.00
07/30/2025	No	Sydney Castillo-Johnson	Discovery - PMK depo prep; cont. work on outline; review docs and pull exhibits	500.00	4.7	2,350.00	8,950.00
07/30/2025	No	Sydney Castillo-Johnson	Legal Research - 2802, meal, and rest jury instructions; Augustus	500.00	2.4	1,200.00	10,150.00
07/31/2025	No	Sydney Castillo-Johnson	Discovery - PMK depo prep	500.00	4.5	2,250.00	12,400.00
07/31/2025	No	Sydney Castillo-Johnson	Legal Research - PAGA standing	500.00	1.9	950.00	13,350.00
08/04/2025	No	Sydney Castillo-Johnson	Discovery - prep for PMK depo	500.00	5.7	2,850.00	16,200.00
08/05/2025	No	Sydney Castillo-Johnson	Discovery - prep and attend PMK deposition	500.00	6	3,000.00	19,200.00
08/07/2025	No	Sydney Castillo-Johnson	Case Management - call with mediator; emails re the same	500.00	0.3	150.00	19,350.00
08/19/2025	No	Sydney Castillo-Johnson	Discovery - emails re depo transcript	500.00	0.4	200.00	19,550.00
08/20/2025	No	Sydney Castillo-Johnson	Discovery - emails re CLA depo; start CLA depo prep	500.00	0.8	400.00	19,950.00
08/21/2025	No	Sydney Castillo-Johnson	Discovery - depo prep and client call	500.00	2.6	1,300.00	21,250.00
08/22/2025	No	Sydney Castillo-Johnson	Discovery - draft depo objection	500.00	0.6	300.00	21,550.00
08/25/2025	No	Sydney Castillo-Johnson	Discovery - depo prep and client call	500.00	2.1	1,050.00	22,600.00
08/27/2025	No	Sydney Castillo-Johnson	Case Management - meeting re depo and mediator's proposal	500.00	0.3	150.00	22,750.00
08/28/2025	No	Sydney Castillo-Johnson	Discovery - client call re deposition	500.00	0.7	350.00	23,100.00
08/28/2025	No	Sydney Castillo-Johnson	draft witness list; review depo transcript and exhibits; draft exhibit list	500.00	3.2	1,600.00	24,700.00
09/02/2025	No	Sydney Castillo-Johnson	Discovery - client call; attend CLA deposition	500.00	4.8	2,400.00	27,100.00
09/03/2025	No	Sydney Castillo-Johnson	mediator; draft stip re uncontested facts; review potential exhibits	500.00	3.2	1,600.00	28,700.00
09/04/2025	No	Sydney Castillo-Johnson	Case Management - cont drafting stip re uncontested facts; emails re the same	500.00	1.4	700.00	29,400.00

09/09/2025	No	Sydney Castillo-Johnson	Case Management - draft pre-hearing brief	500.00	3.2	1,600.00	31,000.00
				62		31,000.00	

Total for Torres v. Cogswell ARBITRATION (002-549.1)

Total for Torres v. Cogswell ARBITRATION (002-549.1) 90.5 \$ 50,015.00

Grand Total for Torres v. Cogswell (002-549) & Torres v. Cogswell ARBITRATION (002-549.1) 174.8 \$ 105,755.00

EXHIBIT 5

JCL Law Firm
Transaction Report
All Dates

Torres v. Cogswell (002-549)	Date	Transaction Type	Num	Name	Memo/Description	Amount	Balance
			August 2023				
	08/31/2023	Journal Entry	Postage		Copies for August 2023	0.80	0.80
			August 2023				
	08/31/2023	Journal Entry	Postage		Postage for August 2023	17.06	17.86
	09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.10	17.96
	01/05/2024	Expense		LWDA		75.00	92.96
	01/08/2024	Expense		One Legal LLC	One Legal Order Number: 21956261 - Filing Fee Re: Complaint, Summons, Civil Case Cover Sheet	1,494.99	1,587.95
	01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	4.30	1,592.25
	01/31/2024	Journal Entry	Jan. 2024 Postage		Postage for January 2024	10.21	1,602.46
	01/31/2024	Expense		One Legal LLC	One Legal Order Number: 22128021 - Filing Fee Re: Proof of Service	19.71	1,622.17
	02/06/2024	Check	3646	Knox Attorney Services, Inc.	Inv. 4425077 - Summons; Complaint; Civil Case Cover Sheet	127.35	1,749.52
	02/29/2024	Journal Entry	Feb 2024 Postage		Postage for February 2024	0.88	1,750.40
	02/29/2024	Journal Entry	Feb 2024 Postage		Copies for February 2024	1.40	1,751.80
	03/11/2024	Expense		One Legal LLC	One Legal Order No. 22417628 - Filing Fee Re: Amended Complaint	19.71	1,771.51
	04/23/2024	Expense		One Legal LLC	One Legal Order No. 22739320 - Filing Fee Re: Initial Status Conference Report, Proof of Service	19.71	1,791.22
	05/02/2024	Expense		One Legal LLC	One Legal Order No. 22801272 - Order, Proof of Service	19.71	1,810.93
	05/23/2024	Expense		One Legal LLC	One Legal Order No. 22962653 - Filing Fee Re: Stipulation and Order, Proof of Service	40.30	1,851.23
	05/24/2024	Expense		One Legal LLC	One Legal Order No. 22975471 - Filing Fee Re: Amended Complaint, Proof of Service	19.71	1,870.94
	06/01/2024	Expense		American Arbitration Assoc.		360.50	2,231.44
	06/07/2024	Expense		Case Anywhere	Inv. 331370	232.83	2,464.27
	06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.70	2,464.97
	09/09/2024	Expense		Case Anywhere	Inv. 342622	159.00	2,623.97
			Aug/Sept. 2024				
	09/30/2024	Journal Entry	Print.		Aug/Sept. 2024 Printing	0.30	2,624.27
			October 2024				
	10/31/2024	Journal Entry	Postage		October 2024 Postage	0.97	2,625.24
			October 2024				
	10/31/2024	Journal Entry	Printing		October 2024 Printing	18.50	2,643.74
	12/10/2024	Expense		Case Anywhere	Inv. 353739	147.00	2,790.74
	12/11/2024	Expense		One Legal LLC	One Legal Order No. 24304704 - Filing Fee Re: Status Report, Proof of Service	21.37	2,812.11
	12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	0.10	2,812.21
	01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	0.10	2,812.31
	02/27/2025	Check	4148	Rutan & Tucker, LLP	Inv. 037837-0010M	2,500.00	5,312.31
	02/28/2025	Journal Entry	Feb 2025 Postage		Feb. 2025 Postage	0.69	5,313.00
	02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	2.40	5,315.40
	03/05/2025	Expense		Case Anywhere	Inv. 375941	171.00	5,486.40
	04/09/2025	Expense		Case Anywhere	Inv. 389607	49.00	5,535.40
	05/12/2025	Expense		Case Anywhere	Inv. 401563	49.00	5,584.40
	06/05/2025	Expense		Case Anywhere	Inv. 413693	49.00	5,633.40
				Berger Consulting Group			
	07/08/2025	Check			Inv. 10530-2	2,317.50	7,950.90
	07/31/2025	Journal Entry	July 2025 Copies		July 2025 Copies	3.80	7,954.70
	08/05/2025	Expense		Case Anywhere	Inv. 426110	49.00	8,003.70
	08/05/2025	Expense		Case Anywhere	Inv. 438630	49.00	8,052.70
			August 2025				
	08/31/2025	Journal Entry	Copies		August 2025 Copies	0.45	8,053.15
	09/03/2025	Expense		Case Anywhere	Inv. 451217	49.00	8,102.15
	10/1/2025	Expense		Eve	Case Analysis Software	250.00	8,352.15
	10/02/2025	Expense		Case Anywhere	Inv. 463994	49.00	8,401.15
	10/21/2025	Expense		One Legal LLC	One Legal Order No. 26578910 - Filing Fee Re: Joint Status Conference Report, Proof of Service	23.44	8,424.59
	11/04/2025	Expense		Case Anywhere	Inv. 476964	67.00	8,491.59

	12/02/2025	Expense		Case Anywhere	Inv. 489799	49.00	8,540.59
	12/15/2025	Check	483	Regal Court Reporting	Inv. 45244	371.93	8,912.52
	12/31/2025	Journal Entry	Dec. 2025 Copies		December 2025 Copies	0.40	8,912.92
	01/02/2026	Expense		Case Anywhere	Inv. 502766	49.00	8,961.92
	02/02/2026	Expense		Case Anywhere	Inv. 516066	49.00	9,010.92
					Anticipated Filing Fees for Approval and Post-Approval	<u>500.00</u>	9,510.92
Total for Torres v. Cogswell (002-549)						\$ 9,510.92	
Torres v. Cogswell ARBITRATION (002-549.1)							
	09/05/2025	Expense		Steno		<u>1,349.75</u>	1,349.75
Total for Torres v. Cogswell						\$ 1,349.75	
ARBITRATION (002-549.1)							
Grand Total for Torres v. Cogswell (002-549) & Torres v. Cogswell ARBITRATION (002-549.1)						\$ 10,860.67	
TOTAL							

Thursday, Feb 05, 2026 09:48:49 AM GMT-8 - Accrual Basis