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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUDY LEE, an individual, on behalf of herself,
and on behalf of all persons similarly situated,

Plaintiff,

v.

WSH MANAGEMENT, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 24STCV10073

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

Hearing Date: December 10, 2025

Hearing Time: 8:30 a.m.

Opposition Due: November 20, 2025

Reply Due: November 26, 2025

Judge: Hon. Elaine Lu

Dept.: 9

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, and co-lead counsel
3 of record for Plaintiff JUDY LEE (hereinafter "Plaintiff") in this matter filed against WSH
4 Management, Inc., (hereinafter "Defendant"). The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff's Motion to Approve PAGA
7 Settlement with Defendant WSH Management, Inc., (hereinafter "Defendant").

8 **I. EXHIBITS**

9 3. A true and correct copy of the PAGA Settlement Agreement ("Agreement") is attached
10 hereto as **Exhibit #1**. Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the
11 proposed Notice of Settlement.

12 4. Attached hereto as **Exhibit #2** is a true and correct redlined copy of the Agreement.

13 5. A true and correct copy of Plaintiff's April 22, 2024, PAGA Notice is attached hereto as
14 **Exhibit #3**.

15 6. A true and correct copy of the October 22, 2025, proof of filing of Motion to Approve
16 PAGA Settlement with the LWDA is attached hereto as **Exhibit #4**.

17 7. A true and correct copy of the JCL Law Firm, APC, "Time and Billing Journal" as of
18 October 22, 2025, is attached hereto as **Exhibit #5**.

19 8. A true and correct copy of the JCL Law Firm, APC, "Transaction Summary" as of
20 October 22, 2025, is attached hereto as **Exhibit #6**.

21 9. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
22 **Exhibit #7**.

23 10. A true and correct copy of a bid from Apex Class Action LLC, the Parties' Administrator,
24 is attached hereto as **Exhibit #8**.

25 11. A true and correct copy of the Declaration of Kimberly Pollack in Support of Plaintiff's
26 Motion for Settlement Approval is attached hereto as **Exhibit #9**.

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1 **II. INTRODUCTION**

2 12. An objective evaluation of the proposed Settlement confirms that the relief negotiated on
3 behalf of the Aggrieved Employees and the LWDA is fair and reasonable. The Settlement is a product
4 of informed, adversarial, non-collusive and mediated negotiations between experienced counsel. As
5 discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval.
6 Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the
7 Agreement.

8 **III. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

9 13. On April 22, 2024, Plaintiff served Defendant and the LWDA with a Notice of Violations
10 (“PAGA Notice”) memorializing claims against Defendant for alleged violations of the California
11 Labor Code (LWDA Case Number LWDA-CM-1023765-24).

12 14. That same day, Plaintiff commenced this action by filing a Class Action complaint in the
13 Los Angeles Superior Court, Case No. 24STCV10073 (the “Action”) alleging eight (8) causes for action
14 against Defendant for: (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 et seq;
15 (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and
16 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq; (4)
17 Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512
18 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California
19 Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to reimburse
20 employees for required expenses in violation of California Labor Code section 2802; (7) Failure to
21 provide accurate itemized wage statements in violation of California Labor Code section 226; and (8)
22 Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203.

23 15. Following Plaintiff’s submission of the PAGA Notice, the 65-day “waiting period” on
24 Plaintiff’s right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3, subd. (a)(2)(A), lapsed
25 without the LWDA notifying Plaintiff that it intended to investigate the claims in the PAGA Notice. To
26 date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in
27 the PAGA Notice.
28

1 16. On June 27, 2024, Plaintiff filed a first amended complaint (“Operative Complaint”) to
2 add a 9th cause of action for violation of the Private Attorneys General Act [Labor Code §§ 2698 *et*
3 *seq.*].

4 17. On October 3, 2024, the Parties stipulated to dismiss Plaintiff’s class claims without
5 prejudice, submit her individual claims to arbitration, and stay the representative PAGA claims pending
6 arbitration.

7 18. On October 6, 2024, Plaintiff filed an Arbitration Demand with the Judicial Arbitration
8 and Mediation Services (“JAMS”), designated *Judy Lee v. WSH Management, Inc.*, Judicial Arbitration
9 and Mediation Services Case No. 5220007321.

10 19. On March 24, 2025, the Parties participated in an all-day mediation presided over by
11 Jason Marsili, Esq., an experienced mediator of wage and hour representative actions. In advance of the
12 mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant’s
13 liability exposure for civil penalties to the Aggrieved Employees. The data and documents Defendant
14 produced included, among other things, timekeeping records and payroll records for the Aggrieved
15 Employees. The mediation concluded with a settlement, which was subsequently memorialized in the
16 form of a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted
17 and negotiated a long-form Settlement which is the subject of the instant motion. The Settlement was
18 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation –
19 including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving
20 Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and the significant
21 delay and potential appellate issues inherent to litigation– and was reached after extensive arm’s length
22 negotiations, with the assistance of the mediator.

23 20. On June 18, 2025, Defendant delivered the Aggrieved Employee Data to the Settlement
24 Administrator in the form of a Microsoft Excel spreadsheet that contains each Aggrieved Employee’s
25 full name; last known mailing address; Social Security number; and start dates and end dates of
26 employment. Agreement at § 4.2. Using the Aggrieved Employee Data, the Settlement Administrator
27 calculated that there were 8,827.53 PAGA Pay Periods during the PAGA Period.
28

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

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

IV. THE SETTLEMENT IS FAIR AND REASONABLE

23. The Gross Settlement Amount of \$225,000.00 is fair and reasonable and, therefore, should be approved.

24. Here, *without stacking* the PAGA penalties, Defendant's liability exposure is estimated at a maximum of \$857,800 in PAGA penalties (8,578 pay periods multiplied by \$100 per pay period). If derivative penalties are included (or "stacked"), Defendant's maximum liability exposure is estimated at approximately \$1,895,600.

25. Plaintiff's expert estimated Defendant's exposure as follows:

Claim	Penalty Amount	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations</i> Cal. Lab. Code §§ 226.7 and 512	\$50	1,109	12.9%	\$55,450
<i>Rest Period Violations</i> Cal. Lab. Code §§ 226.7 and 512	\$50	1,109	12.9%	\$55,450
<i>Wage Statement Violations</i> Cal. Lab. Code § 226	\$100	8,578	100%	\$857,800
<i>Business Reimbursement Violations</i> Cal. Lab. Code § 2802	\$100	2,144	25%	\$214,400

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."

<i>Unpaid Wages</i> Cal. Lab. Code §§ 201, 202, 203, 1194, 1197, 1997.1, 1198 and 558	\$100	7,125	83.1%	\$712,500
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26. Plaintiff alleges that Defendant failed to include non-discretionary incentive compensation when calculating the regular rate of pay for purposes of overtime wages, meal period premiums, and redeemed sick pay. Specifically, Defendant failed to properly incorporate non-discretionary incentive compensation in the form of “C-COMMISSION,” “B-BONUS,” “EC-CLUB 100 BON,” and “EC-CLUB100BONUS” in the regular rate of pay calculation for purposes of calculating and paying overtime wages.

27. Defendant argued, among other things, that all Aggrieved Employees were properly paid minimum and overtime compensation for all hours worked and that the additional compensation listed above is non-discretionary. Considering Defendant’s defenses, Plaintiff estimates Defendant’s exposure for this claim to be approximately \$712,500. This number was calculated by multiplying the number of pay periods with violations by a penalty of \$100.

28. Plaintiff also alleges that Defendant failed to provide meal periods in violation of Cal. Lab. Code § 512. Specifically, Plaintiff alleges that Defendant failed to provide meal periods, provided late meal periods, and provided short meal periods. Defendant failed to pay meal period premiums in all instances in which a non-compliant meal period was recorded. Further, Plaintiff alleges that Defendant implemented a practice of auto-deducting 30 minutes for fictitious meal breaks from every shift, creating a paper trail of compliance and depriving employee of their breaks and wages owed for time deducted. Plaintiff’s assertion is supported by a low violation rate.

29. Conversely, Defendant argues that Aggrieved Employees were instructed to take timely meal periods before the end of their fifth (5th) hour of work and that those meal periods were to be at least thirty (30) minutes in length. Further, Defendant contends that employees are responsible for recording their own time, and that Defendant does not alter time records. In light of Defendant’s defenses, Plaintiff estimates that Defendant’s exposure for this claim is approximately \$55,450. This number was calculated by multiplying the extrapolated number of pay periods identified wherein the time records reflected a meal break violation, by a penalty of \$50. Pursuant to Cal. Lab. Code §

1 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating
2 hours and days of work, including meal period and rest period violations. Thus, because section
3 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal
4 break claims.

5 30. Plaintiff further alleges that Defendant failed to provide rest breaks. Specifically, Plaintiff
6 alleges that she was required to notify her supervisor when she was taking a rest break and would often
7 be discouraged from doing so. Defendant's written rest break policy also fails to inform employees that
8 they are entitled to a rest break premium when they are unable to take a compliant rest break. Defendant
9 argued that its rest period policy is fully compliant with California law and that Plaintiff's rest break
10 claim would have mainly relied on the testimony of Aggrieved Employees, making it a riskier claim.
11 Establishing liability likely would have entailed competing testimony stating that rest breaks were
12 voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223,
13 at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may
14 have an illegal, written rest break policy is insufficient for this Court to find that common issues
15 predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
16 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate
17 uniform practices."). Because rest periods are not recorded, Plaintiff could not identify a violation rate.
18 Plaintiff therefore made the reasonable assumption that rest period violations were committed at a rate
19 similar to that of meal period violations. Therefore, Plaintiff estimates that her claim for rest period
20 violations was worth approximately \$55,450. This was calculated by multiplying a 12.9% violation rate
21 by a penalty of \$50, accounting for Defendant's defenses. The \$50 penalty rate was used for the same
22 reasons as stated above.

23 31. Plaintiff alleges that Defendant required Plaintiff and Aggrieved Employees to use their
24 personal cell phones for Defendant's benefit. Specifically, Plaintiff alleges that she and Aggrieved
25 Employees were required to download an application called "TimeCo." on their personal cell phones
26 in order to record their daily time. Defendant contends that any necessary business expenses were
27 reimbursed.

1 32. Plaintiff estimates Defendant's exposure for this claim to be \$214,400. This number was
2 calculated by multiplying a 25% violation rate by a penalty of \$100, accounting for Defendant's
3 defenses. Labor Code § 2802 does not specifically provide for a civil penalty amount. Thus, the \$100
4 penalty rate was used pursuant to Labor Code § 2699(f).

5 33. Plaintiff further alleged that the Defendant's labor code violations for non-compliant meal
6 and rest breaks and unpaid wages results in derivative liability for penalties resulting from inaccurate
7 wage statements. Plaintiff estimates Defendant's exposure for this claim to be \$857,800 for wage
8 statement penalties.

9 34. In light of the above, the Gross Settlement Amount is approximately 26.22% of
10 Defendant's potential PAGA exposure if stacking of penalties is permitted. Without stacking, the Gross
11 Settlement Amount is approximately 11.87%. The Gross Settlement Amount compares favorably to the
12 likely recovery of PAGA penalties through continued litigation.

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

25 36. Lastly, the maximum penalty figure does not consider that Courts have complete
26 discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
27 based on the facts and circumstances of the particular case, to do otherwise would result in an award
28 that is unjust, arbitrary and oppressive, or confiscatory." (Cal. Lab. Code § 2699, subd. (e)(2)).

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

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

8 **V. THE PAGA COUNSEL AWARD IS FAIR AND REASONABLE**

9 39. PAGA Counsel seeks approval of not more than one-third (1/3) of the Gross Settlement
10 Amount (Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) and attorneys' expenses not to
11 exceed \$30,000.00² for reimbursement of actually incurred litigation expenses. PAGA does not have
12 any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys'
13 fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless,
14 should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for
15 experienced wage and hour counsel.

16 40. The requested attorneys' fees of \$75,000.00, and reimbursement of attorneys' expenses
17 of up to \$30,000.00 is fair, reasonable, and justified by the result achieved. PAGA Counsel negotiated
18 a recovery of \$225,000.00, and this result justifies the requested fees equal to one-third (1/3) of this
19 recovery. At the time this case was brought, the result was far from certain. Defendant's defenses to
20 the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to
21 overcome. Here, as noted above in section IV(A), several defenses asserted by Defendant present
22 serious threats to the claims of Plaintiff and the Aggrieved Employees. While Plaintiff believes that
23 these defenses could be overcome, Defendant maintains that these defenses have merit and therefore
24 present a serious risk to recovery. The Settlement was possible because, in PAGA Counsel's eyes,
25 PAGA Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would
26 prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to
27 monetary relief.

28 ² As detailed *infra*, at the time of filing this motion, PAGA Counsel incurred \$24,210.32 litigating this matter. PAGA Counsel anticipates an additional \$250 in costs to file this motion.

1 41. Plaintiff and the Aggrieved Employees are represented by competent and experienced
2 counsel to pursue their claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a
3 boutique plaintiffs firm representing aggrieved employees and consumers throughout California in
4 wage and hour class actions, PAGA Actions and complex multi-party product liability matters.
5 Throughout this case, the Firm has consisted of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner),
6 Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Johnny
7 Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate Attorney), Tesla Stone (Senior
8 Paralegal and Office Manager), Jennifer Heming (Paralegal), Hana McAnally (Law Clerk), Andrew
9 Ward (Law Clerk), and Allysa Castillo (Legal Assistant).

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

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

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

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

24 46. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
25 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
26 Star list recognizes the top 2.5% of eligible attorneys. (see
27 https://www.superlawyers.com/about/selection_process.html.) Additionally, I was named a 2025 and
28 2026 Super Lawyer in Employment Law by Thompson Reuters.

1 47. PAGA Counsel were opposed in this litigation by highly capable counsel at Fisher &
2 Phillips LLP, which is a highly regarded defense firm, vigorously advocated on behalf of Defendant.
3 In the face of such experienced opposition, PAGA Counsel was able to develop an effective case
4 strategy to combat Defendant's defenses and negotiate with counsel for Defendant to settle the case for
5 an amount that provides real benefit to the Aggrieved Employees with reasonable hours expended.

6 48. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL
7 Law Firm, APC, the firm refers to the "Laffey Matrix" to set our hourly billing rates. See
8 <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout the
9 United States, including some California state courts and California Federal District Courts. The Laffey
10 Matrix is a well-established objective source that California courts have relied on in assessing hourly
11 rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921
12 (N.D. Cal. 2005) (Confirming use of the Laffey Matrix adjusted to account for locality pay differentials);
13 *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25,
14 2017), reversed on other grounds.).

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

18 50. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC
19 with the Laffey Matrix, the attorneys and staff at the JCL Law Firm, APC, either bill at or near the rate
20 for similarly skilled and tenured legal professionals:

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

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27 51. Moreover, the Firm's billing rates have been approved within the last twelve months by
28 California Superior Court judges. (See generally *Bartram v. Lakeshore Learning Materials, LLC*, Los

1 Angeles Superior Court Case No. 23STCV21174 (July 3, 2025) Hon. Laura A. Seigle approved an \$850
2 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
3 Counsel; *Garcia v. Hilton Resorts Corporation, et al.*, San Diego Superior Court Case No. 37-2023-
4 00024664-CU-OE-CTL (July 25, 2025) Hon. Loren Freestone approved an \$850 billing rate and
5 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Lowe v. Ash's*
6 *First LLC, et al.*, San Diego Superior Court Case No. 37-2022-00010114 (August 8, 2025) Hon Carolyn
7 M. Caietti approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law
8 Firm, APC, as Class Counsel; *Solis v. 51st St. & 8th Ave. Corp., et al.*, San Diego Superior Court Case
9 No. 37-2023-00021359-CU-OE-CTL (August 8, 2025) Hon Carolyn M. Caietti approved an \$850
10 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.)

11 52. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
12 copy of which is attached hereto as Exhibit #7. Some of the major cases the Firm has undertaken are
13 also set forth in Exhibit #7.

14 53. As of October 22, 2025, The JCL Law Firm, APC incurred a total lodestar of \$50,620.00
15 for 67.5 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
16 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
17 the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto
18 as Exhibit #5.

19 54. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
20 billed \$47,765.00 for 60.80 hours successfully litigating this action. A true and accurate copy of the
21 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently
22 herewith.

23 55. Collectively, PAGA Counsel spent a total of 128.3 hours successfully litigating this
24 matter for a total combined loadstar of \$98,385.00. Thus, the attorneys' fee request is equal to PAGA
25 Counsel's loadstar with a 0.76 multiplier.

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

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	67.5	\$50,620.00
Zakay Law Group, APLC	60.80	\$47,765.00
Total	128.3	\$98,385.00

57. Prior to incurring costs for the filing of this motion, PAGA Counsel collectively expended \$24,210.32 prosecuting this action and expects to expend an additional \$250 in costs to file this motion, for a total of \$24,460.32 (JCL Law Firm, APC - \$13,731.17, including \$250 in anticipated costs to file this motion; Zakay Law Group, APLC - \$10,729.15).

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

VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE

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

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60. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 297 Aggrieved Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request approval of the requested Service Award in the amount of \$10,000.00, as agreed to in the Settlement Agreement, to Plaintiff.

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

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “PAGA Settlement”) is made by and between plaintiff JUDY LEE (“Plaintiff”) and defendant WSH MANAGEMENT, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lee v. WSH Management, Inc., et al.* initiated on April 22, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt or hourly employees who worked for Defendant and performed work in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defendant” means WSH Management, Inc.
- 1.9. “Defense Counsel” means Shaun J. Voigt, Esq., of Fisher & Phillips, LLP.
- 1.10. “Effective Date” means the date by when all of the following have occurred: (a) notice of this Settlement has been sent to the LWDA; (b) the Court enters the Approval Order and Judgment; and (c) the later of the following events: (i) five (5) days after the period for filing any appeal, writ, or other appellate proceeding opposing the Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters the Approval Order and Judgment); or (ii) if any

appeal, writ, or other appellate proceeding opposing the Approval Order and Judgment has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

- 1.11. "Funding Date" means the date on which Defendant delivers the Third Installment payment (as defined herein below) and fully funds the Gross Settlement Amount to the Administrator. .
- 1.12. "Gross Settlement Amount" means Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment, and Service Award.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the order entered by the Court based upon the Approval Order approving the PAGA Settlement and entry of Judgment based thereon.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court:, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administration Expenses Payment. The Net Settlement Amount shall be used to satisfy Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees ("Individual PAGA Payment") and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA ("LWDA PAGA Payment"). .
- 1.18. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.19. "PAGA Counsel" means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"

mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.21. "PAGA Pay Period" means any weekly pay period during which an Aggrieved Employee received compensation from Defendant during the PAGA Period in California .
- 1.22. "PAGA Period" means the period from April 22, 2023, through March 24, 2025.
- 1.23. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. "PAGA Notice" means Plaintiff's April 22, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. "Plaintiff" means Judy Lee, the named plaintiff in the Action.
- 1.26. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period (e.g. all claims for failure to pay overtime wages and/or failure to pay overtime wages at the correct rate(s) of pay, failure to pay all wages and minimum wages, failure to timely pay wages during employment, failure to timely pay wages upon separation from employment, failure to provide accurate itemized wage statements, failure to maintain records, failure to reimburse business expenses, failure to provide meal periods or to pay required meal premiums in lieu thereof, and failure to provide rest periods or to pay required rest premiums in lieu thereof, as set forth in the Operative Complaint and PAGA notice), 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.
- 1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Service Award" means the payment of \$10,000 to Plaintiff for initiating the Action and providing services in support of the Action
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. "Settlement Approval Order" or "Approval Order" means the proposed Court Order Granting Settlement Approval of PAGA Settlement.

2. RECITALS.

- 2.1. On April 22, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant.

- 2.2. That same day, Plaintiff commenced this Action by filing a class action complaint (the “Action”) alleging eight (8) causes of action against Defendant for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; (7) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and (8) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203.
- 2.3. On June 27, 2024, Plaintiff filed a first amended complaint (“Operative Complaint”) to add a 9th cause of action for violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]
- 2.4. On October 3, 2024, the Parties stipulated to dismiss Plaintiff’s class claims without prejudice, submit her individual claims to arbitration, and stay the representative PAGA claims pending arbitration.
- 2.5. On October 6, 2024, Plaintiff filed an Arbitration Demand with Judicial Arbitration and Mediation Services.
- 2.6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.7. On March 24, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili, Esq., an experienced mediator of wage and hour representative actions, which led to this Agreement to settle the Action.
- 2.8. Prior to mediation, Plaintiff obtained, through □ informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Settlement Approval:

3.2.1 To Plaintiff: A Service Award to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose Plaintiff's request for a Service Award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be Seventy-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$78,750.00) and PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Eight Hundred Thirty-Five Dollars and Zero Cents (\$5,835.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$5,835.00 or the Court approves payment less than \$5,835.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount in the amount of \$100,415.00 to be paid from the Gross Settlement Amount, with 75% (\$75,311.25)

allocated to the LWDA PAGA Payment and 25% (\$25,103.75) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,103.75) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 297 Aggrieved Employees who worked a total of 8,812 PAGA Pay Periods.

4.2. Aggrieved Employee Data. No later than June 18, 2025, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator, including payment for all claims, payment of Settlement Administration Costs, PAGA Counsel Award, and Service Award in three installments as follows: (1) the first installment in the amount of \$75,000 will be paid 30 days after entry of the Settlement Approval Order or October 1, 2025, whichever is later ("First Installment"); (2) the second installment in the amount of \$75,000 will be paid 6 months after payment of the First Installment ("Second Installment"); and (3) the third installment in the amount of \$75,000 will be paid 6 months after payment of the Second Installment ("Third Installment").

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the First Installment, the Administrator will mail checks for all Individual PAGA Payments and the Service Award. Within fourteen (14) calendar days after Defendant

funds the Third Installment, , the Administrator will mail checks for the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel on behalf of the LWDA and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release of All Claims. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred prior to the date that Plaintiff executes this Agreement, whether known or unknown, suspected or unsuspected, including, but not limited to: (a) all claims that are related to Plaintiffs' respective employment with Defendant; and (b) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after Plaintiff executes this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the

facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2 Release by Aggrieved Employees: Upon entry of final judgment and full funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California will fully release and discharge Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Settlement Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of the mediation, (1) there were 297 Aggrieved Employees who worked 8,812 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked during the PAGA Period exceeds 9,693 (110% of 8,812), then the Gross Settlement Amount shall be increased by the same number of percentage points (above 10%) over which the actual number of Pay Periods exceeds 9,693. For instance, if the actual number of pay periods is determined to be 2% higher than 9,693, the Gross Settlement Amount will increase by \$4,500. At its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the PAGA Period on the date by which the number of Pay Periods

reaches 9,693.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. **ADDITIONAL PROVISIONS.**

- 10.1 **Failure to Fund the Gross Settlement Amount.** If after the Effective Date, Defendant fails to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of this Agreement.
- 10.2 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.3 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.4 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.1 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from

Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-255-9047
Shani@zakaylaw.com

To Defendant:

FISHER & PHILLIPS LLP
444 South Flower St, Suite 1500
Los Angeles, CA 90071
T: (213) 330-4486
svoigt@fisherphillips.com

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 07/24/2025, 2025


Judi Lee (Jul 24, 2025 12:46:43 PDT)

Plaintiff JUDY LEE

Dated: July 25, 2025



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: July 25, 2025



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: _____

WSH MANAGEMENT, INC.

Printed Name

Title

Dated: _____, 2025

Shaun J. Voigt, Esq
Fisher & Phillips LLP
Attorney for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: _____, 2025

Plaintiff JUDY LEE

Dated: _____, 2025

Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: _____, 2025

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 08/06/2025



WSH MANAGEMENT, INC.

Kim Pollack

Printed Name

President/CEO

Title

Dated: August 6, 2025



Shaun J. Voigt, Esq
Fisher & Phillips LLP
Attorney for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against WSH MANAGEMENT, INC. (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff JUDY LEE (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant denies these claims and denies that it owes any penalties,. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt or hourly employees who worked for Defendant in California at any time between April 22, 2023, through March 24, 2025 (“PAGA Group Member”).

According to Defendant’s records, you are a PAGA Group Member 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 Los Angeles Superior Court Case No. 24STCV10073. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

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

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

EXHIBIT 2

~~[MODEL]~~ ~~PAGA SETTLEMENT~~
~~AGREEMENT~~ ~~AGREEMENT~~

This PAGA Settlement Agreement (“Agreement” or “PAGA Settlement”) is made by and between plaintiff

~~JUDY LEE~~ (“Plaintiff”) and defendant ~~(“XYZ”) WSH MANAGEMENT, INC.~~ (“Defendant”). The Agreement refers to Plaintiff and ~~XYZ Defendant~~ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

~~1.1.1.~~ “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against ~~XYZ Defendant~~ captioned ~~Lee v. WSH Management, Inc., et al.~~ initiated on ~~April 22, 2024~~, and pending in Superior Court of the State of California, County of Los Angeles.

~~1.2.1.2.~~ “Administrator” means ~~Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700, the neutral entity, the Parties have agreed to appoint to administer the Settlement.~~

~~1.3.1.3.~~ “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

~~1.4.1.4.~~ “Aggrieved Employee” means ~~fe.g., a person employed by XYZ in California all current and classified as a former non-exempt or hourly employees who worked for XYZ Defendant and performed work in California during the PAGA Period].~~

~~1.5.1.5.~~ “Aggrieved Employee Data” means Aggrieved Employee identifying information in ~~XYZ’s Defendant’s~~ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods ~~worked.~~

~~1.6.1.6.~~ “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

~~1.7.1.7.~~ “Court” means the Superior Court of California, County of Los Angeles.

~~1.8.~~ “Defendant” means ~~WSH Management, Inc.~~

~~1.8.1.9.~~ “Defense Counsel” means ~~Shaun J. Voigt, Esq., of Fisher & Phillips, LLP.~~

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~~1.9~~1.10. “Effective Date” means the date by when ~~both~~all of the following have occurred: (a) ~~the Court enters a Judgment on its Order Approving the PAGAnotice of this Settlement and has been sent to the LWDA~~(b) the Court enters the Approval Order and Judgment is final. The Judgment is final as of; and (c) ~~the latest~~later of the following ~~occurrences:~~(a) events: (i) five (5) days after ~~the day~~period for filing any appeal, writ, or other appellate proceeding opposing the Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters the Approval Order and Judgment); or (ii) if any appeal, writ, or other appellate proceeding opposing the Approval Order and Judgment has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.11. ““Funding Date” means the date on which Defendant delivers the Third Installment payment (as defined herein below) and fully funds the Gross Settlement Amount” means \$, to the Administrator. .

1.10 —“Gross Settlement Amount” means Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement except as provided in Paragraph 98 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA

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~~1.12. PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment, and Service Award.~~

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~~1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties Net Settlement Amount~~ calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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~~1.14. "Judgment" means the judgment order entered by the Court based upon the Final Approval Order approving the PAGA Settlement and entry of Judgment based thereon.~~

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~~1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivisions (i).~~

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~~1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivisions (i).~~

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~~1.17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administration Expenses Payment. The remainder is Net Settlement Amount shall be used to be paid to satisfy Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees as Individual and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees ("Individual PAGA Payment") and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA ("LWDA PAGA Payments Payment").~~

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~~1.18. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as Exhibit A to this Agreement.~~

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~~1.19. "PAGA Counsel" means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.~~

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~~1.16~~

~~1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.~~

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~~1.21. "PAGA Pay Period" means any Pay Period weekly pay period during which an Aggrieved Employee worked for XYZ for at least one day received compensation from Defendant during the PAGA Period in California.~~

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~~1.22. "PAGA Period" means the period from _____ to _____, April 22, 2023, through March 24, 2025.~~

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~~1.23. "PAGA" means the Private Attorneys General Act (Lab. Labor Code, §§ 2698, et seq.).~~

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~~1.21.1.24.~~“PAGA Notice” means Plaintiff’s ~~_____~~ April 22, 2024, letter to ~~XYZ Defendant and the LWDA [and Plaintiff’s _____ letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, ~~subdivision (subd.(a)).~~

~~1.22 _____~~ “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (~~_____~~) and the 75% to LWDA (~~_____~~) in settlement of PAGA claims.

~~1.231.25.~~“Plaintiff” means ~~_____~~ Judy Lee, the named plaintiff in the Action.

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~~1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.~~

~~1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.~~

~~1.26. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period (e.g. all claims for failure to pay overtime wages and/or failure to pay overtime wages at the correct rate(s) of pay, failure to pay all wages and minimum wages, failure to timely pay wages during employment, failure to timely pay wages upon separation from employment, failure to provide accurate itemized wage statements, failure to maintain records, failure to reimburse business expenses, failure to provide meal periods or to pay required meal premiums in lieu thereof, and failure to provide rest periods or to pay required rest premiums in lieu thereof, as set forth in the Operative Complaint and PAGA notice), 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.~~

~~1.26~~~~1.27.~~ “Released Parties” means ~~XYZ, Defendant~~ and each of its former and present directors, officers, shareholders, owners, ~~[members],~~ attorneys, insurers, predecessors, successors, assigns ~~[, subsidiaries],~~ ~~[, and affiliates].~~

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~~1.28.~~ “Service Award” means the payment of \$10,000 to Plaintiff for initiating the Action and providing services in support of the Action

~~1.27~~~~1.29.~~ “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

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~~1.28. “XYZ” means named Defendant~~

~~1.30. "Settlement Approval Order" or “Approval Order” means the proposed Court Order Granting Settlement Approval of PAGA Settlement.~~

2. RECITALS.

~~2.1. On~~ April 22, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant.

~~2.2. That same day, Plaintiff commenced this Action by filing a Complaint alleging causes of class action against XYZ for~~ ~~[The Complaint is the operative complaint in (the “Action (the “Operative Complaint”).] [On~~ ~~, Plaintiff filed a [e.g., First Amended Complaint] alleging”) alleging eight (8) causes of action against XYZ for~~. The ~~[e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”). XYZ denies the allegations in the Operative Complaint, denies any failure~~ Defendant for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 *et seq*; (2) Failure to comply with the laws identified pay minimum wages in

violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in the Operative Complaint and denies any and all liability for the causes violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; (7) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and (8) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203.

2.4.2.3. On June 27, 2024, Plaintiff filed a first amended complaint (“Operative Complaint”) to add a 9th cause of action alleged for violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.]

2.4. On October 3, 2024, the Parties stipulated to dismiss Plaintiff’s class claims without prejudice, submit her individual claims to arbitration, and stay the representative PAGA claims pending arbitration.

2.5. On October 6, 2024, Plaintiff filed an Arbitration Demand with Judicial Arbitration and Mediation Services.

2.2.2.6. Pursuant to Labor Code section 2699.3, subdivision (subd.(a)), Plaintiff gave timely written notice to XYZDefendant and the LWDA by sending the PAGA Notice.

2.3 On _____ (type in additional dates)

2.7. On March 24, 2025, the Parties participated in an all-day mediation presided over by _____ Jason Marsili, Esq., an experienced mediator of wage and hour representative actions, which led to this Agreement to settle the Action.

☐ _____ (describe alternative means of negotiation)

2.4 Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiff obtained, through

2.8. ☐ formal ☐ informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5.2.9. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 98 below, XYZDefendant promises to pay \$ Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) and no more as the Gross Settlement Amount. XYZDefendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.14.3 of this Agreement.ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZDefendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the FinalSettlement Approval:

3.2.1 To Plaintiff: A Service Award to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose Plaintiff's request for a Service Award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award

3.2.1.3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than %35% of the Gross Settlement Amount, which is currently estimated to be \$ Seventy-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$78,750.00) and PAGA Counsel Litigation Expenses Payment of not more than \$ XYZThirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

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~~3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed~~
~~3.2.3 \$ Five Thousand Eight Hundred Thirty-Five Dollars and Zero~~
~~Cents (\$5,835.00) except for a showing of good cause and as approved by the Court. To~~
~~the extent the Administration Expenses are less than \$5,835.00 or the Court approves~~
~~payment less than \$ 5,835.00, the Administrator will retain the remainder in the~~
~~Net Settlement Amount.~~

~~3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties The Net Settlement~~
~~Amount in the amount of~~

~~3.2.4 \$ 100,415.00 to be paid from the Gross Settlement Amount,~~
~~with 75% (\$ 75,311.25) allocated to the LWDA PAGA Payment and 25%~~
~~(\$ 25,103.75) allocated to the Individual PAGA Payments.~~

~~3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a)~~
~~dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties~~
~~(\$ 25,103.75) by the total number of PAGA Period Pay Periods~~
~~worked by~~

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3.2.4.1 all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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3.2.3.2.3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.14.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZDefendant estimates there are 297 Aggrieved Employees who worked a total of 8,812 PAGA Pay Periods.

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4.24.2. Aggrieved Employee Data. Within [e.g., 15] days, XYZDefendant No later than June 18, 2025, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

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4.34.3. Funding of Gross Settlement Amount. XYZDefendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than [14], including payment for all claims, payment of Settlement Administration Costs, PAGA Counsel Award, and Service Award in three installments as follows: (1) the first installment in the amount of \$75,000 will be paid 30 days after the Effective Date entry of the Settlement Approval Order or October 1, 2025, whichever is later ("First Installment"); (2) the second installment in the amount of \$75,000 will be paid 6 months after payment of the First Installment ("Second Installment"); and (3) the third installment in the amount of \$75,000 will be paid 6 months after payment of the Second Installment ("Third Installment").

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4.44.4. Payments from the Gross Settlement Amount. Within [e.g., 14] fourteen (14) calendar days after XYZDefendant funds the Gross Settlement Amount First Installment, the Administrator will mail checks for all Individual PAGA Payments, and the Service Award. Within fourteen (14) calendar days after Defendant funds the Third Installment, the Administrator will mail checks for the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Fees Payment, Disbursement of, and the PAGA Counsel Litigation Expenses

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Payment shall not precede disbursement of Individual PAGA Payments.

4.4.14.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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4.4.24.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are ~~returned~~ undelivered without USPS forwarding address. Within ~~seven (7)~~ days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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4.4.34.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California ~~Controller's~~ Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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4.4.44.4.4. The payment of Individual PAGA Payments shall not obligate XYZ Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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5. RELEASES OF CLAIMS. Effective on the date when XYZ Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel on behalf of the LWDA and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release of All Claims. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred during prior to the PAGA Period, date that Plaintiff executes this Agreement, whether known or unknown, suspected or unsuspected, including, but not limited to: (a) all claims that are related to Plaintiffs' respective employment with Defendant; and (b) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period after Plaintiff executes this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

~~All Upon entry of final judgment and full funding of the Gross Settlement Amount, all Aggrieved Employees are deemed to and the State of California will fully release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the discharge Defendant and all Released Parties from all claims for the Released PAGA penalties that were alleged. Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or reasonably could have been alleged, based on otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA Period facts stated in the Operative Complaint [-] [and] the PAGA Notice.~~

5.3 Releasesettlement by PAGA Counsel:

5.2 PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

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6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code sectionSection 2699, subdivisionsubd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel;

6.1 (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab Labor Code, § section 2699, subd. (l)(1)), this Agreement (Lab Labor Code, § section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall

aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~6.2~~ Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than ~~{thirty (30)}~~ days after the full execution of this

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- 6.2 Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Settlement Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected

Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment,

7.1.1. — Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES, and ESCALATOR CLAUSE

Based on its records, XYZ Defendant estimates that, as of the date of this Settlement Agreement, the mediation, (1) there are _____ were 297 Aggrieved Employees who worked _____ Pay 8,812 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked during the PAGA Period exceeds 9,693 (110% of 8,812), then the Gross Settlement Amount shall be increased by the same number of percentage points (above 10%) over which the actual number of Pay Periods exceeds 9,693. For instance, if the actual number of pay periods is determined to be 2% higher than 9,693, the Gross Settlement Amount will increase by \$4,500. At its option, Defendant can avoid increasing the Gross Settlement Amount by electing to end the PAGA Period on the date by which the number of Pay Periods reaches 9,693.

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9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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~~9.1~~ 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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10. ADDITIONAL PROVISIONS.

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

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~~10.1~~ 10.2 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ'sDefendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, XYZDefendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest XYZ'sDefendant's defenses. The Settlement, this Agreement and Parties'Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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~~10.2~~ 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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~~10.3~~ 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZDefendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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~~10.4~~ Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to

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implement the Settlement, or on any modification of the Agreement that may become

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~~10.5~~ necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~10.5~~~~10.6~~ **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~10.6~~~~10.7~~ **No Tax Advice.** Neither Plaintiff, PAGA Counsel, ~~XYZ~~Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~10.7~~~~10.8~~ **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~10.8~~~~10.9~~ **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~10.9~~~~10.10~~ **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~10.10~~~~10.11~~ **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~10.11~~~~10.12~~ **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~10.12~~~~10.1~~ **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to ~~Evidence~~Cal. Evid. Code ~~section~~ §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or ~~California Rules~~rule of Court ~~rule~~court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from ~~XYZ~~Defendant unless, prior to the Administrator's payment of all Settlement Funds, ~~XYZ~~Defendant makes a written request to PAGA Counsel for the return, rather than the ~~destruction~~destructions, of Aggrieved Employee Data.

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10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
ilapuvade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-255-9047
Shani@zakaylaw.com

To XYZ Defendant:

FISHER & PHILLIPS LLP
444 South Flower St, Suite 1500
Los Angeles, CA 90071
T: (213) 330-4486
svoigt@fisherphillips.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the

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existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure CCP section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure CCP section 583.310 for the entire period of this settlement process.

For _____

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: _____, 2025

Plaintiff _____ For XYZ JUDY LEE

(date) _____ (date)

Counsel For _____

Dated: _____, 2025

Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff _____ Counsel For XYZ

(date) _____ (date)

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ⁱ This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. ~~THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} ~~Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.~~

Dated: _____, 2025

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: _____
WSH MANAGEMENT, INC.

Printed Name

Title

Dated: _____, 2025

Shaun J. Voigt, Esq
Fisher & Phillips LLP

Attorney for Defendant

EXHIBIT A

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Administrator Notice

You are receiving this payment because of a lawsuit brought by a former California employee against WSH MANAGEMENT, INC. (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff JUDY LEE (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant denies these claims and denies that it owes any penalties,. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt or hourly employees who worked for Defendant in California at any time between April 22, 2023, through March 24, 2025 (“PAGA Group Member”).

According to Defendant’s records, you are a PAGA Group Member 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 Los Angeles Superior Court Case No. 24STCV10073. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

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

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

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EXHIBIT 3

April 22, 2024

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

WSH MANAGEMENT, INC.
c/o Anthony O. Sandoval
18881 Von Karman Ave., Suite 720
Irvine, CA 92612

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 0298 7788 31

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, 2804, and 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 JUDY LEE ("Plaintiff") and other aggrieved employees in a proposed lawsuit against Defendant WSH MANAGEMENT, INC. ("Defendant"). Plaintiff was employed by Defendant in California from December 13, 2023, through December 28, 2023, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him 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 current and former non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii)

details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant, 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 his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act 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 'JC Lapuyade', with a stylized flourish extending to the right.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

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shani@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUDY LEE, an individual, on behalf of herself,
and on behalf of all persons similarly situated,

Plaintiffs,

v.

WSH MANAGEMENT, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

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

14 **PRELIMINARY ALLEGATIONS**

15 1. Defendant WSH MANAGEMENT, INC., (“Defendant”) is a California
16 corporation that at all relevant times mentioned herein conducted and continues to conduct
17 substantial and regular business throughout California.

18 2. DEFENDANT is a property management company throughout the state of
19 California, including the county of Los Angeles, where PLAINTIFF worked.

20 3. PLAINTIFF was employed by DEFENDANT in California from December 13,
21 2023, to December 28, 2023, as a non-exempt employee, paid on an hourly basis, and entitled to
22 the legally required meal and rest periods and payment of minimum and overtime wages due for
23 all time 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 WSH Management
26 Inc. in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any
27 time during the period beginning four (4) years prior to the filing of this Complaint and ending on
28 the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the
aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
(\$5,000,000.00).

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 Defendant and each of them acting
22 on behalf of the Defendant acted within the course and scope of his, her or its authority as the
23 agent, servant and/or employee of the Defendant, and personally participated in the conduct
24 alleged herein on behalf of the Defendant 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 Defendants' agents, servants and/or employees.

1 8. DEFENDANT was 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. DEFENDANT was 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 continues 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 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, and an accurate amount of net wages. 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. PLAINTIFF and other
14 members of the CALIFORNIA CLASS never received a one-hour premium for late, missed, or
15 interrupted meal periods. The nature of the work performed by PLAINTIFF and other
16 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
17 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
18 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.
19 Further, DEFENDANT from time to time required PLAINTIFF and other CALIFORNIA CLASS
20 Members to maintain cordless communication devices in order to receive and respond to work-
21 related communications during what was supposed to be their off-duty meal breaks.
22 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
23 legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF and
24 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
25 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

26 **B. Rest Period Violations**

27 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
28 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without

1 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
2 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
3 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
4 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
5 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
6 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
7 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
8 CLASS Members were, from time to time, required to remain on duty and/or on call. Further,
9 DEFENDANT from time to time required PLAINTIFF and other CALIFORNIA CLASS
10 Members to maintain cordless communication devices in order to receive and respond to work-
11 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
12 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
13 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,
14 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
15 proper rest periods by DEFENDANT and DEFENDANT's managers.

16 **C. Unreimbursed Business Expenses**

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

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

9 **D. Wage Statement Violations**

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

18 21. Specifically, DEFENDANT from time to time failed to issue wage statements to
19 PLAINTIFF and other CALIFORNIA CLASS Members that listed the gross wages earned, total
20 hours worked, all deductions, net wages earned, and all applicable hourly rates in effect during
21 the pay period and the corresponding number of hours worked at each hourly rate by the
22 employee, in violation of Cal. Lab. Code § 226(a)(1), § 226(a)(2), § 226(a)(4), § 226(a)(5), § and
23 § 226(a)(9).

24 22. 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 and the name and address of the legal entity that is the employer.

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

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

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

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

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

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

30. DEFENDANT's policies and practices deprived PLAINTIFF and the other CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed

1 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
2 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
3 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
4 pay.

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

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

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

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

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

1 35. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
2 Members’ compensation was DEFENDANT’s non-discretionary incentive program that paid
3 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
4 performance for DEFENDANT. The non-discretionary bonus program provided all employees
5 paid on an hourly basis with bonus compensation when the employees met the various
6 performance goals set by DEFENDANT.

7 36. However, from time to time, when calculating the regular rate of pay in those pay
8 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
9 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
10 discretionary bonuses, DEFENDANT failed to accurately include the non-discretionary bonus
11 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
12 rather than just all non-overtime hours worked. Management and supervisors described the
13 incentive/bonus program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
15 CLASS Members must be included in the “regular rate of pay.” The failure to do so has resulted
16 in a systematic underpayment of overtime and double time compensation, meal and rest period
17 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
18 Members by DEFENDANT. Specifically, California Labor Code Section 246 mandates that paid
19 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
20 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
21 employee actually works overtime in that workweek. DEFENDANT’s conduct, as articulated
22 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for
23 purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of
24 which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

25 37. In violation of the applicable sections of the California Labor Code and the
26 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
27 matter of company policy, practice, and procedure, intentionally and knowingly failed to
28 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate

1 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
2 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
3 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
4 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
5 CLASS PERIOD should be adjusted accordingly.

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

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

12 39. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
13 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to
14 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become
15 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
16 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
17 wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS Members were, from
18 time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or
19 at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

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

23 **H. Unlawful Deductions**

24 41. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF
25 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
26 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
27 DEFENDANTS violated Labor Code § 221.

28 ///

1 **I. Timekeeping Manipulation**

2 42. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
3 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
4 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
5 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
6 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
7 unilaterally alter the time recorded in DEFENDANT's timekeeping system for PLAINTIFF and
8 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
9 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
10 missed rest breaks.

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

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

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

27 **J. Unlawful Rounding Practices**

28 46. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place

1 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
2 CALIFORNIA CLASS Members for the actual time these employees worked each day,
3 including overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy
4 and practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
5 undercompensated for all of their time worked. As a result, DEFENDANT were able to and did
6 in fact unlawfully, and unilaterally round the time recorded in DEFENDANT'S timekeeping
7 system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying
8 these employees for all their time worked, including the applicable overtime compensation for
9 overtime worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from
10 time to time, forfeited compensation for their time worked by working without their time being
11 accurately recorded and without compensation at the applicable overtime rates.

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

18 **K. Sick Pay Violations**

19 48. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
20 July 1, 2015, works in California for the same employer for 30 or more days within a year from
21 the commencement of employment is entitled to paid sick days as specified in this section."
22 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
23 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
24 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of
25 January 1, 2024, Defendant failed to adhere to the law in that they failed to provide and allow
26 employees to use at least 40 hours or five days of paid sick leave per year.

27 49. California Labor Code Section 246(i) requires an employer to furnish its
28 employees with written wage statements setting forth the amount of paid sick leave available.

1 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
2 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount
3 of paid sick leave available.

4 **CLASS ACTION ALLEGATIONS**

5 50. PLAINTIFF brings this Class Action on behalf of herself, and a California class
6 defined as all persons who are or previously were employed by Defendant WSH Management,
7 Inc. and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during
8 the period beginning four (4) years prior to the filing of this Complaint and ending on the date
9 as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the
10 aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
11 (\$5,000,000.00).

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

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

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

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

54. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT’s conduct and actions alleged herein.

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

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

6 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

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

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

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

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

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

3 94. 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 95. Cal. Lab. Code § 510 provides that employees in California shall not be employed
6 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
7 they receive additional compensation beyond their regular wages in amounts specified by law.

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

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

15 98. 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 failed to accurately record overtime worked by
18 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
19 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
20 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
21 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

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

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

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

27 105. DEFENDANT knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages
5 for their overtime worked.

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

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

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

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

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

112. 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.

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

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

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

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

6 **SIXTH CAUSE OF ACTION**

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

8 **(Cal. Lab. Code §§ 2802)**

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

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11 116. 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.

14 117. Cal. Lab. Code § 2802 provides, in relevant part, that:
15 An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her
17 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

18 118. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
19 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
20 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
21 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
22 members for expenses which included, but were not limited to, their personal cell phones as a
23 result of and in furtherance of their job duties, including but not limited to receiving and/or
24 responding to work-related communications and performing work-related duties. Specifically,
25 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use
26 their personal cell phones to execute their essential job duties on behalf of DEFENDANT.
27 DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and
28 the CALIFORNIA CLASS members for expenses resulting from using their personal cell phones

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

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

12 **SEVENTH CAUSE OF ACTION**

13 **Failure To Provide Accurate Itemized Statements**

14 **(Cal. Lab. Code § 226)**

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

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

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

- 21 a. Gross wages earned,
- 22 b. (2) total hours worked by the employee, except for any employee whose
23 compensation is solely based on a salary and who is exempt from payment of
24 overtime under subdivision (a) of Section 515 or any applicable order of the
25 Industrial Welfare Commission,
- 26 c. the number of piece-rate units earned and any applicable piece rate if the employee
27 is paid on a piece-rate basis,
- 28

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

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

124. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate.

1 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to
2 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
3 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
4 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but
5 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
6 member of the CALIFORNIA CLASS herein).

7 **EIGHTH CAUSE OF ACTION**

8 **Failure To Pay Wages When Due**

9 **(Cal. Lab. Code § 203)**

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

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

15 126. Cal. Lab. Code § 200 provides that:

16 As used in this article:

- 17 (d) "Wages" include all amounts for labor performed by employees of every
18 description, whether the amount is fixed or ascertained by the standard of time,
19 task, piece, Commission basis, or other method of calculation.
20 (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.

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

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

25 If an employee not having a written contract for a definite period quits his or her
26 employment, his or her wages shall become due and payable not later than 72 hours
27 thereafter, unless the employee has given 72 hours previous notice of his or her intention
28 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.

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

130. 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.

131. 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.

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF pray for a judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

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

1 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2 2. On behalf of the CALIFORNIA CLASS:

- 3 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
- 4 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
- 5 to Cal. Code of Civ. Proc. § 382;
- 6 b. Compensatory damages, according to proof at trial, including compensatory
- 7 damages for overtime compensation due to PLAINTIFF and the other members of
- 8 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
- 9 thereon at the statutory rate;
- 10 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
- 11 the applicable IWC Wage Order;
- 12 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
- 13 which a violation occurs and one hundred dollars (\$100) per each member of the
- 14 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
- 15 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
- 16 violation of Cal. Lab. Code § 226
- 17 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
- 18 penalty from the due date thereof at the same rate until paid or until an action
- 19 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 20 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
- 21 CLASS incurred in the course of their job duties, plus interest, and costs of suit.
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EXHIBIT 4

EXHIBIT 5

JCL Law Firm
Unbilled Time
Activity: All Dates

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
Lee v. WSH Management (002-606)							
01/17/2024	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File	850.00	2	1,700.00	1,700.00
04/19/2024	No	Jean Claude Lapuyade	Pleadings - Sent complaint for submission and read and received emails	850.00	0.3	255.00	1,955.00
07/17/2024	No	Jean Claude Lapuyade	Fact Investigation - Emails to/from OC Re Arbitration Agreement	850.00	0.5	425.00	2,380.00
08/06/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Notice of Appearance	850.00	0.2	170.00	2,550.00
09/30/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	2,805.00
09/30/2024	No	Jean Claude Lapuyade	Pleadings - R&R Proposed stip to dismiss class claims	850.00	1	850.00	3,655.00
10/03/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.4	340.00	3,995.00
10/04/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.5	425.00	4,420.00
10/13/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.6	510.00	4,930.00
10/16/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	5,185.00
10/25/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	5,440.00
10/30/2024	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation	850.00	0.7	595.00	6,035.00
11/07/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data Demand	850.00	0.3	255.00	6,290.00
11/08/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation	850.00	0.4	340.00	6,630.00
11/15/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	6,885.00
12/05/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.2	170.00	7,055.00
01/21/2025	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation data	850.00	0.3	255.00	7,310.00
01/24/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC re mediation data	850.00	0.3	255.00	7,565.00
01/29/2025	No	Jean Claude Lapuyade	Discovery - e-mails to/from OC Re mediation data	850.00	0.3	255.00	7,820.00
02/03/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data	850.00	0.3	255.00	8,075.00
02/06/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data	850.00	0.4	340.00	8,415.00
02/07/2025	No	Jean Claude Lapuyade	Discovery - emails to/from expert re data transmittal for damage analysis	850.00	0.6	510.00	8,925.00
02/07/2025	No	Jean Claude Lapuyade	Discovery - TCW expert re issues with payroll data	850.00	0.6	510.00	9,435.00
02/18/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data and handbooks	850.00	0.3	255.00	9,690.00
02/19/2025	No	Jean Claude Lapuyade	Discovery - R&R Mediation data (Handbooks) and drafted memo on policies for mediation brief	850.00	4.2	3,570.00	#####
02/26/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data	850.00	0.2	170.00	#####
02/27/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re mediation data	850.00	0.3	255.00	#####
03/03/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re class data	850.00	0.3	255.00	#####
03/04/2025	No	Jean Claude Lapuyade	Discovery - R&R Mediation time and payroll data to identify rounded, short and missed meals for mediation brief	850.00	4.1	3,485.00	#####
03/17/2025	No	Jean Claude Lapuyade	Legal Research _ RROP issues (case Law and DLSE handbook) and drafted mediation brief section on RROP	850.00	5.5	4,675.00	#####
03/18/2025	No	Jean Claude Lapuyade	Discovery - TCW and emails with expert re RROP examples	850.00	0.9	765.00	#####
03/19/2025	No	Jean Claude Lapuyade	Case Management - TCW client re mediation prep.	850.00	1.5	1,275.00	#####
03/20/2025	No	Jean Claude Lapuyade	Mediation - emails to/from mediator re mediation readiness	850.00	0.3	255.00	#####
03/23/2025	No	Jean Claude Lapuyade	Mediation - attended mediation	850.00	8	6,800.00	#####
04/03/2025	No	Jean Claude Lapuyade	Mediation - emails to/from Mediator re proposal	850.00	0.6	510.00	#####
04/14/2025	No	Jean Claude Lapuyade	Settlement - revised and edited MOU	850.00	0.7	595.00	#####
04/25/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re MOU edits	850.00	0.5	425.00	#####
05/21/2025	No	Jean Claude Lapuyade	Settlement - emails to/from admin re timeline	850.00	0.4	340.00	#####
05/21/2025	No	Jean Claude Lapuyade	Settlement - drafted email to client re MOU terms and execution	850.00	0.9	765.00	#####
05/21/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU execution	850.00	0.4	340.00	#####
06/24/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	#####
06/30/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	#####
07/11/2025	No	Jean Claude Lapuyade	Settlement - R&R defense revisions and added additional comments and e-mails to/from Co counsel re edits	850.00	0.9	765.00	#####

07/25/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	#####
07/30/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	#####
08/12/2025	No	Jean Claude Lapuyade	Law and motion - revised and edited Kullar analysis for approval motion	850.00	1.2	1,020.00	#####
08/13/2025	No	Jean Claude Lapuyade	Law and motion - emails to/from OC re dec. ISO approval	850.00	0.3	255.00	#####
08/13/2025	No	Jean Claude Lapuyade	Law and motion - revised and edited P&As, Order, Judgment and Client dec. ISO approval motion	850.00	2.3	1,955.00	#####
08/13/2025	No	Jean Claude Lapuyade	Law and motion - drafted, revised and edited JCL dec. ISO approval motion	850.00	2.4	2,040.00	#####
					48.2	40,970.00	
11/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediation	500.00	0.3	150.00	150.00
11/20/2024	No	Perssia Razma	Case management- emails w co-counsel re client update	500.00	0.2	100.00	250.00
12/02/2024	No	Perssia Razma	Case management- emails/discussion w co-counsel re arb fees/mediation	500.00	0.5	250.00	500.00
12/03/2024	No	Perssia Razma	Case management- discussion w co-counsel re fees/mediation	500.00	0.5	250.00	750.00
02/12/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/expert re mediation data	500.00	0.3	150.00	900.00
02/27/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/oc re mediation data	500.00	0.2	100.00	1,000.00
03/03/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/expert re mediation data	500.00	0.2	100.00	1,100.00
03/03/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/expert re mediation data	500.00	0.3	150.00	1,250.00
03/03/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/oc re mediation data	500.00	0.4	200.00	1,450.00
03/14/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/expert re mediation data	500.00	0.4	200.00	1,650.00
03/18/2025	No	Perssia Razma	Discovery/case management- emails w co-counsel/expert re mediation data Discovery/case management- emails w co-counsel/expert re mediation data	500.00	0.2	100.00	1,750.00
03/23/2025	No	Perssia Razma	Attended mediation	500.00	8	4,000.00	5,750.00
03/25/2025	No	Perssia Razma	case management- emails w co-counsel/oc re joint posting	500.00	0.3	150.00	5,900.00
04/03/2025	No	Perssia Razma	Settlement- emails w co-counsel/mediator re proposal	500.00	0.5	250.00	6,150.00
08/11/2025	No	Perssia Razma	Law/Motion- SA draft	500.00	6.6	3,300.00	9,450.00
08/13/2025	No	Perssia Razma	Case management- emails w oc/co-counsel re SA	500.00	0.4	200.00	9,650.00
					19.3	9,650.00	

EXHIBIT 6

Lee v. WSH Management (002-606)

Date	Transaction Type	Num	Name	Memo/Description	Amount	Balance
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.50	0.50
01/31/2024	Journal Entry	Jan. 2024 Postage		Postage for January 2024	8.53	9.03
04/23/2024	Expense		LWDA		75.00	84.03
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	4.50	88.53
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	6.51	95.04
05/11/2024	Expense		One Legal LLC	One Legal Order No. 22872861 - Filing Fee Re: Proof of Mailing	19.71	114.75
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	4.50	119.25
05/31/2024	Journal Entry	May 2024 Postage		Postage for May 2024	6.51	125.76
06/17/2024	Check	3854	Knox Attorney Services, Inc.	Inv. 4435474	145.15	270.91
06/27/2024	Expense		One Legal LLC	One Legal Order No. 23219943 - Filing Fee Re: Amended Complaint	19.71	290.62
06/30/2024	Journal Entry	June 2024 Postage		Postage for June 2024	3.71	294.33
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	11.05	305.38
08/09/2024	Expense		One Legal LLC	One Legal Order No. 23501569 - Filing Fee Re: Initial Status Conference Report, Proof of Service	19.71	325.09
08/18/2024	Expense		LA Superior Court		5.00	330.09
08/21/2024	Expense		One Legal LLC	One Legal Order No. 23569291 - Filing Fee Re: Proof of Service	19.71	349.80
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	1.80	351.60
10/31/2024	Journal Entry	October 2024 Printing		October 2024 Printing	0.30	351.90
11/06/2024	Expense		Case Anywhere	Inv. 349179	141.60	493.50
11/30/2024	Journal Entry	Nov 2024 Copies		November 2024 Copies	0.60	494.10
12/02/2024	Check	4054	Marsili Mediation	Inv. 110349	3,750.00	4,244.10
12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	0.60	4,244.70
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	0.60	4,245.30
02/07/2025	Expense		Case Anywhere	Inv. 361267	147.00	4,392.30
02/11/2025	Check	4129	Marsili Mediation	Inv. 110349	3,750.00	8,142.30
02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	0.80	8,143.10
02/28/2025	Journal Entry	Feb 2025 Postage		Feb. 2025 Postage	0.69	8,143.79
03/05/2025	Expense		Case Anywhere	Inv. 372202	49.00	8,192.79
04/03/2025	Expense		One Legal LLC	One Legal Order No. 25075211 - Filing Fee Re: Status Conference Statement, Proof of Service	23.44	8,216.23
04/08/2025	Check		Berger Consulting Group	Inv. 11747-2	4,972.50	13,188.73
04/09/2025	Expense		Case Anywhere	Inv. 384904	49.00	13,237.73
05/12/2025	Expense		Case Anywhere	Inv. 396838	73.00	13,310.73
06/05/2025	Expense		Case Anywhere	Inv. 408884	49.00	13,359.73
08/01/2025	Expense		One Legal LLC	One Legal Order No. 25971586 - Filing Fee Re: Joint Status Conference Report, Proof of Service (not Summons and Complaint) ONE	23.44	13,383.17
08/05/2025	Expense		Case Anywhere	Inv. 433776	49.00	13,432.17
08/05/2025	Expense		Case Anywhere	Inv. 421194	49.00	13,481.17
10/14/2025	Expense			SA Anticipated/Estimafted Filings Fees	250.00	
					\$ 13,731.17	
TOTAL					\$ 13,731.17	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

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

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

Education:

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

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

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

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

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

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

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

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

EXHIBIT 8

**Quotation Request:**

Perssia Razma
JCL Law Firm, A.P.C.
prazma@jcl-lawfirm.com
888.498.6999

Case Name:

Lee v. WSH Management, Inc., et al.

Date:

Monday, June 9, 2025

RFP Number:

16350015

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	297
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$64.34	1	\$64.34
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$259.34



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.50	297	\$445.50
USPS First Class Postage	Per Piece	\$0.78	297	\$231.66
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	59	\$148.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$3,695.66

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

			WILL NOT EXCEED:	\$5,835.00
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Thank you for your business!

Terms & Conditions

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

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

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

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

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

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 9

1 Shaun J. Voigt (SBN 265721)
E-Mail: svoigt@fisherphillips.com
2 Ani Aslanian (SBN 337899)
E-Mail: aaslanian@fisherphillips.com
3 FISHER & PHILLIPS LLP
4 444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
5 Facsimile: (213) 330-4501

6 Attorneys for Defendant
WSH MANAGEMENT, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
10

11 JUDY LEE, an individual, on behalf of
herself, and on behalf of all persons
12 similarly situated,

13 Plaintiffs,

14 v.

15 WSH MANAGEMENT, INC., a
California corporation, and DOES 1-50,
16 Inclusive,

17 Defendants.
18

CASE NO.: 24STCV10073
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Elaine Lu, Dept. 9*

**DECLARATION OF KIMBERLY
POLLACK IN SUPPORT OF PLAINTIFF'S
MOTION FOR SETTLEMENT APPROVAL**

Complaint Filed: April 22, 2024
First Amended Complaint Filed: June 27, 2024
Trial Date: None Set

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1. I am the President/CEO of WSH Management, Inc. (“WSH” or the “Company”) in the above referenced matter. I submit this declaration in support of Plaintiff Judy Lee’s (“Plaintiff”) motion for approval of the Private Attorneys General Act (PAGA) settlement. I am more than 18 years old. I have personal knowledge of the facts set forth herein and f called upon to testify thereto, I could and would competently do so under oath.

3. As of December 31, 2024, WSH's financial statements reflected net operating income of \$255,098.18, with an overall net loss of \$393.12. As of December 31, 2024, WSH had total assets of \$155,990.83 and its total liability were in the same amount, with only \$12,708.54 of cash available in WSH's bank accounts.

5. WSH will be responsible for paying a total sum of \$225,000.00. Because WSH does not have the capital to fund the settlement in a lump sum, the settlement is structured in installments to allow the Company to accumulate the necessary funds. This payment structure is essential to avoid disruptions to business operations and to preserve the Company's financial stability so that it can continue to meet its financial obligations, including employee payroll.

///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on October 17, 2025 in Irvine, California.

3 Kimberly Pollack
4 Kimberly Pollack (Oct 20, 2025 15:36:33 PDT)

5 Kimberly Pollack
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