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Attorneys for Plaintiff FREDERICK LINDSAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

FREDERICK LINDSAY, an individual, in his
representative capacity on behalf of the State
of California and fellow Aggrieved
Employees,

Plaintiff,

v.

STAFFMARK INVESTMENT LLC, a
Delaware limited liability company, DENSO
INTERNATIONAL AMERICA, INC., a
Delaware corporation; DENSO PRODUCTS
AND SERVICES AMERICAS, INC., a
California corporation; and DOES 1 through
50, Inclusive,

Defendants.

Case No. CVRI2203360

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

Hearing Date: December 10, 2024
Hearing Time: 8:30 A.M.

Judge: Hon. Harold W. Hopp
Dept.: 1

Reservation ID: 702175035858

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

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiff FREDERICK LINDSAY (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. 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 the Motion to Approve PAGA
7 Settlement with Defendants STAFFMARK INVESTMENT LLC, DENSO INTERNATIONAL
8 AMERICA, INC., and DENSO PRODUCTS AND SERVICES AMERICAS, INC. (“Defendants”).

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

11 4. A true and correct copy of Plaintiff Lindsay’s June 3, 2022 PAGA Notice is attached
12 hereto as Exhibit #2.

13 5. A true and correct copy of the October 23, 2024 proof of filing of Motion to Approve
14 PAGA Settlement with the LWDA is attached hereto as Exhibit #3.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 October 23, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
18 October 23, 2024, is attached hereto as Exhibit #5.

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

21 INTRODUCTION

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

1 **PROCEDURAL AND FACTUAL BACKGROUND**

2 10. On June 3, 2022, Plaintiff Lindsay, on behalf of himself and on behalf of other
3 “Aggrieved Employees,” served Defendants and the LWDA with a Notice of Violations (“PAGA
4 Notice”) and draft complaint memorializing claims against Defendants for alleged violations of the
5 California Labor Code, including causes of action for unfair competition in violation of Business &
6 Professions Code sections 17200, *et seq.*; failure to pay minimum wages in violation of Labor Code
7 sections 1194, 1197 and 1197.1; failure to pay overtime wages in violation of Labor Code sections
8 510; failure to provide required meal periods in violation of Labor Code sections 226.7 and 512; failure
9 to provide required rest periods in violation of Labor Code sections 226.7 and 512; failure to provide
10 accurate itemized wage statements in violation of Labor Code section 226; failure to provide wages
11 when due in violation of Labor Code sections 201, 202, and 203; retaliation in violation of Labor Code
12 section 1102.5; wrongful termination in violation of public policy; and violation of Government Code
13 section 12940 (sexual harassment and racial discrimination) (LWDA Case Number LWDA-CM-
14 887277-22).

15 11. The 65-day “waiting period” on Plaintiffs’ right to file a civil action under PAGA, *see*
16 Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiffs that they intended to
17 investigate the claims in the PAGA Notices. To date, the LWDA still has not advised Plaintiffs of any
18 intent to take action with respect to the claims in the respective PAGA Notices.

19 12. On August 10, 2022, Plaintiff Lindsay filed a class action complaint against Defendants
20 in the Superior Court for Riverside, Case Number CVRI2203360 (the “Lindsay Action”). The
21 complaint alleged seven causes of action for (1) Unfair Competition in Violation of Cal. Bus. & Prof
22 Code §§ 17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194,
23 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Labor Code § 510; (4) Failure
24 to Provide Required Meal Periods in Violation of Cal. Labor Code §§ 226.7 and 512; (5) Failure to
25 Provide Required Rest Periods in Violation of Cal. Labor Code §§ 226.37 and 512; (6) Failure to
26 Provide Accurate Itemized Wage Statements in Violation of Cal. Labor Code § 226; and (7) Failure to
27 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201-203. On May 2, 2023, Plaintiff filed
28

1 a First Amended Complaint alleging an eighth cause of action for Violation of the Private Attorney
2 General Act 2698 *et seq.*

3 13. On May 14, 2024, the Parties attended a full-day mediation with experienced judge and
4 wage and hour class and PAGA action mediator, Hon. Brian C. Walsh (Ret.). In advance of the
5 mediation, Defendants provided Plaintiff with sufficient information to properly evaluate Defendants'
6 liability exposure for civil penalties to the Aggrieved Employees. The data and documents Defendants
7 produced included, but was not limited to, the total number Aggrieved Employees and pay periods,
8 written wage and hour policies, employee handbooks, and a sample of all time and payroll records for
9 the Aggrieved Employees.

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

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

25 16. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
26 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
27

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

1 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
2 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
3 within ten (10) days after entry of judgment or order.

4 **THE SETTLEMENT IS FAIR AND REASONABLE**

5 17. The Gross Settlement Amount of \$475,000.00 is fair and reasonable and, therefore,
6 should be approved.

7 18. Here, *without stacking* the PAGA penalties, Defendants' liability exposure is estimated
8 at approximately \$2,424,750.00 in PAGA penalties. Plaintiff's expert consultant estimated Defendants'
9 exposure as follows:

10 Claim	Penalty Amount	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
11 <i>Meal Period Violations</i> 12 Cal. Labor Code §§ 226.7 and 512	\$50	7,405	28.8%	\$370,250.00
13 <i>Regular Rate of Pay</i>	\$50	2,633	10.3%	\$131,650.00
14 <i>Unpaid Wages</i> 15 Cal. Labor Code §§ 201, 202, 203, 204, 510, 16 1194, 1197, 1997.1 1198 and 558	\$50	25,638	100%	\$1,281,900.00
17 <i>Business Reimbursement</i> 18 <i>Violations</i> 19 Cal. Labor Code § 2802	\$50	12,819	50%	\$640,950.00

20
21 19. Plaintiff alleges that Defendants failed to provide meal periods, in violation of Labor
22 Code 512. Specifically, Plaintiff alleges that as a result of Defendants' rigorous workload requirements,
23 Plaintiffs and Aggrieved Employees were required to work through their meal periods in order to
24 complete various tasks. In particular, Plaintiff alleges that Defendants had strict production and quota
25 requirements, whereby Plaintiffs and the Aggrieved Employees were required to work as quickly as
26 possible, and regularly into their meal periods, in order to meet Defendants' rigorous performance
27 requirements. For example, Defendants required Plaintiff to ensure his station was completely clean
28 before going on his meal break, but it was not feasible for Plaintiff Lindsay to clean his station prior to

1 the end of his fifth hour of work due to the time restraints and quota requirements imposed on him by
2 Defendants. Similarly, Plaintiff occasionally clocked out for his meal break and continued to perform
3 work off-the-clock for five to ten minutes. Plaintiff also alleges that some meal periods were either
4 rounded, evidenced by 39% of Defendant Denso employees' and 45.2% of Defendant Staffmark/Denso
5 employees' first meal periods being recorded at exactly 30 minutes in length. Defendants denied
6 Plaintiff's allegations, and contend that the Aggrieved Employees had substantial control over their
7 schedules, and to the extent non-compliant meal breaks were recorded, this encompasses scenarios in
8 which Aggrieved Employees opted to delay, shorten or skip their own meal period for a variety of
9 reasons. Defendants also deny that any meal breaks were rounded, and argued that if a rounding practice
10 were in place, all meal periods would so reflect it, rather than the percentages raised by Plaintiff.
11 Plaintiff estimates Defendants' exposure for this claim to be \$370,250. This number was calculated
12 using violation rate of \$50.

13 20. The \$50 penalty rate was used for a number of reasons in this instance. First, Defendants
14 argued that increased civil penalties for subsequent violations do not apply unless the plaintiff can
15 present evidence that the Labor Commission or a court notified the employer that it was in violation of
16 the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the employer
17 has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be
18 aware that its continuing underpayment of employees is a 'violation' subject to penalties."].)
19 Separately, Defendants also argued that courts have considerable discretion to reduce the penalty
20 awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the
21 maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that
22 Plaintiffs would recover full penalty amounts even if they prevailed in establishing the underlying Labor
23 Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a
24 penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal
25 period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil
26 penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

27 21. Plaintiff alleges that Defendants failed to include non-discretionary incentive
28 compensation when calculating the regular rate of pay for purposes of overtime, redeemed sick pay,

1 and meal period premiums. Specifically, Plaintiff's expert found a number of different bonuses that
2 were not properly included in the regular rate of pay calculation for purposes of calculating and paying
3 overtime, sick pay, or meal period premiums. Defendants deny that all of the bonuses raised by Plaintiff
4 can be properly categorized as non-discretionary and accordingly, did not need to be calculated into the
5 regular rate of pay. Plaintiff estimated that Defendants' total exposure for this claim was approximately
6 \$131,650 in penalties.

7 22. Plaintiff alleged that Defendants required Plaintiff and the Aggrieved Employees to use
8 their personal cell phones for Defendants' benefit. Specifically, Plaintiff alleges that Defendants did
9 not equip the Aggrieved Employees with walkie talkies, however the Aggrieved Employees were
10 expected to communicate with one another and with Defendants via a cordless communication device.
11 Defendants sent messages to Plaintiff and the Aggrieved Employees via their personal cell phones
12 regarding machines, parts, and completion of work tasks each day. Plaintiff estimated that Defendants'
13 total exposure for this claim was approximately \$640,950 in penalties. This was calculated by
14 multiplying a 50% violation rate by the total number of pay periods by a violation rate of \$50 per pay
15 period. Plaintiff used a 50% violation rate for this claim to reflect its belief that Aggrieved Employees
16 incurred cell phone expenses approximately once per month.

17 23. Plaintiff alleges that Defendants failed to pay all minimum and overtime wages when he
18 and other Aggrieved Employees worked off the clock. Specifically, Plaintiff alleged that he and other
19 Aggrieved Employees worked through meal breaks, as discussed above, and also performed work after
20 they clocked out. Such post-shift, off-the-clock work included cleaning their stations after each shift. Akin
21 to the meal period discussion above, Defendants' strict production requirements during scheduled work
22 hours effectively forced employees to have to clean their stations after their shifts ended. Defendants deny
23 these allegations and contends that employees were instructed not to work off-the-clock, and to the extent
24 any off-the-clock work was in fact performed, it was not done at the direction of or with the knowledge of
25 Defendants. Plaintiff estimates that Defendants' total exposure for this claim was approximately
26 \$1,281,900 in penalties. This was calculated using a 100% violation rate multiplied by a \$50 penalty.

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1 24. In light of the above, the Gross Settlement Amount is approximately 19.6% of
2 Defendants' potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
3 recovery of PAGA penalties through continued litigation.

4 25. Defendants' maximum exposure to PAGA penalties is not a realistic outcome of the
5 litigation because it fails to account for the risks of continued litigation including, but not limited to,
6 Defendants' defenses. Here, Defendants argued that it can only be assessed civil penalties for actual
7 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties,
8 Plaintiffs would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane*
9 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language
10 [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
11 suffered a violation of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove
12 each Aggrieved Employee was subject to the alleged Labor Code violation.

13 26. Thus, Defendants contended that Plaintiff would be required to "prove Labor Code
14 violations with respect to each and every individual on whose behalf plaintiff seeks to recover civil
15 penalties under PAGA." *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
16 2, 2009).

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

21 28. In fact, Courts routinely exercise their authority to reduce PAGA penalties by 85% to
22 95%. *See e.g. Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA
23 penalties to \$5 per pay period; "Although the trial court may have disagreed with Starbucks regarding
24 the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when
25 it imposed the penalty ... only \$5 per initial violation"); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal
26 App 5th 778, 788 (2018), review granted on other grounds (noting that the trial court "exercised its
27 discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n
28 average, plaintiffs were deprived of 13 percent of the 30-minute meal period"); *Fleming v. Covidien*,

1 *Inc.*, 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the maximum amount of
2 PAGA civil penalties for plaintiffs' section 226 claims from \$2,800,000 to \$500,000 because the
3 employees suffered no injuries as a result of the erroneous wage statements and made no complaints
4 about the errors or omissions in the wage statements, thus reducing the maximum penalty by 82%); *see*
5 *also, Gola v. University of San Francisco*, 90 Cal. App. 5th 548 (2023), *as modified* (May 9, 2023),
6 *reh'g denied* (May 15, 2023), *review denied* (July 12, 2023), *and disapproved of by Naranjo v. Spectrum*
7 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 547 P.3d 980 (2024) (concluding after a full-blown bench trial that
8 a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount
9 obtained by PAGA Counsel is reasonable in light of Defendants' arguments.

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

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

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

18 31. The requested attorneys' fees of \$158,333.33 and reimbursement of attorneys' expenses
19 of up to \$30,000.00 is fair, reasonable, and justified by the result achieved.

20 32. PAGA Counsel negotiated a recovery of \$475,000.00, and this result justifies the
21 requested fees equal to one third of this recovery. This percentage is the standard contingent recovery
22 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in
23 *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the
24 result was far from certain. Defendants' defenses to the merits of the case created difficulties with proof
25 and complex legal issues for PAGA Counsel to overcome. Here, as noted above in section IV(A),
26 several defenses asserted by Defendants presents serious threats to the claims of Plaintiff and the
27 Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendants
28 maintains that these defenses have merit and therefore present a serious risk to recovery. The Settlement

1 was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendants that
2 there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying
3 liability and overcome difficulties in proof as to monetary relief.

4 33. Attached hereto as Exhibit #4 is a true and correct copy of the JCL Law Firm, APC, Time
5 and Billing Journal as of October 23, 2024. The time and billing journal includes time for Managing
6 Attorney Jean-Claude Lapuyade, Esq., Associate Attorney Sydney Castillo-Johnson, and staff
7 paralegal, Maria Watters. To the best of my knowledge, each entry was made contemporaneously and
8 in the ordinary and usual course of business. The attached Billing Journal shows that the JCL Law
9 Firm, APC billed a total of 85.4 hours for a total of \$58,667.50 successfully litigating this action at rates
10 of \$175 (paralegal), \$450 (Associate Attorney), and \$700 (Managing Attorney).

11 34. The JCL Law Firm's rates are comparable to those judicially approved for other
12 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
13 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
14 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$6N95 for partners). See
15 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
16 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
17 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
18 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
19 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
20 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
21 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
22 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
23 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
24 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
25 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
26 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
27 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
28

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

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

36. Additionally, the attorneys and staff at co-counsel, Zakay Law Group, APLC ("ZLG"), billed \$55,031 for 105 hours successfully litigating this action. A true and accurate copy of ZLG's time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently herewith.

37. Collectively, PAGA Counsel spent a total of 190.4 hours successfully litigating this matter for a total combined loadstar of \$113,698.50. Thus, the Attorneys' Fee request is equal to PAGA Counsel's loadstar with a 1.39 multiplier.

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

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	85.4	\$58,667.50
Zakay Law Group, APLC	105	\$55,031.00
Total	190.4	\$113,698.50

THE ATTORNEYS' EXPENSES SHOULD BE APPROVED

39. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$15,775.79 prosecuting this action (JCL Law Firm, APC - \$6,987.67, Zakay Law Group, APLC - \$8,788.12).

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of October 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Jackland K. Hom (State Bar #327243)
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Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

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FREDERICK LINDSAY, an individual, in his
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of California and fellow Aggrieved
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STAFFMARK INVESTMENT, LLC, a
Delaware limited liability company, DENSO
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Delaware corporation; DENSO PRODUCTS
AND SERVICES AMERICAS, INC., a
California corporation; and DOES 1 through
50, Inclusive,

Defendants.

Case No. CVRI2203360

[Action Filed: December 15, 2021]

**JOINT STIPULATION OF
SETTLEMENT OF PAGA ACTION AND
RELEASE OF PAGA CLAIMS**

This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims (“Agreement” or “Settlement Agreement”) is entered into by and between Plaintiff FREDERICK LINDSAY (“Plaintiff”), individually and in a representative capacity on behalf of the State of California and fellow Aggrieved Employees; Defendant STAFFMARK INVESTMENT LLC (“Staffmark”); and Defendants DENSO INTERNATIONAL AMERICA, INC. and DENSO PRODUCTS AND SERVICES AMERICAS, INC. (collectively, “Denso”) (Staffmark and Denso together, the “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the case of *Lindsay v. Staffmark Investment LLC, et al.*, filed on August 10, 2022, in Riverside County Superior Court of California, Case No. CVRI2203360, and includes Plaintiff’s PAGA claims alleged in the operative Complaint in the action and in Plaintiff’s notice submitted to California’s Labor & Workforce Development Agency (“LWDA”).
- B. “Aggrieved Employees” shall include all California non-exempt employees employed directly by Denso (“Denso Aggrieved Employees”), or employed by Staffmark and placed to work at Denso (“Staffmark Aggrieved Employees”), in California at any time between September 11, 2021 through July 14, 2024.
- C. “Aggrieved Employee List” means information regarding the Aggrieved Employees that Defendants will in good faith compile from their records and provide to the Claims Administrator on a confidential basis. It shall be formatted as a Microsoft Excel file or in a similar format and will include each Aggrieved Employee’s: full name; last known address; Social Security Number (or other taxpayer identification number, as applicable); and dates of employment or number of Pay Periods worked during the PAGA Period.
- D. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims.
- E. “Claims Administrator” means Apex Class Action Administration, 20371 Irvine Ave., Suite 110, Newport Beach, CA 92660; Tel: 1-800-355-0700; Fax: (949) 878-

3536. The Claims Administrator establishes, designates, and maintains a QSF under Internal Revenue Code Section 468B and Treasury Regulation Section 1.468B-1, into which the amount of the GSA is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

F. “Court” means the Superior Court for the State of California, County of Riverside, presiding over the Action.

G. “Defendants” shall mean Staffmark Investment LLC; Denso International America, Inc.; and Denso Products and Services Americas, Inc.

H. “Effective Date” means the date on which the Court’s order approving the settlement and entering judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the following events: (i) upon the Court issuing the order granting approval of this Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court’s approval hearing; or (ii) in the event there are written objections filed prior to the approval hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the appellate court’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further review of the appellate court’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of

the order can be requested; or (d) if review is accepted, the day the appellate court affirms the Settlement.

I. “Enhancement Payment” means a payment of Five Thousand Dollars and Zero Cents (\$5,000.00), or such lesser amount approved by the Court, for Plaintiff’s participation in the Action.

J. “Funding Date” shall mean the date the Gross Settlement Amount (“GSA”) is fully funded by Defendants into the Qualified Settlement Fund in accordance with the terms of this Agreement. Defendants shall transfer the GSA to the Claims Administrator within thirty (30) days after the Effective Date.

K. “Gross Settlement Amount” (“GSA”) means Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00), which Defendants shall pay into the Qualified Settlement Fund in connection with this Settlement, including, without limitation, the Plaintiff’s representative claims under PAGA, on behalf of Plaintiff, the Aggrieved Employees, and the State of California. The GSA is inclusive of all payments to be made in settlement of the Action to the named Plaintiff (including any service awards to Plaintiff), governmental and other penalties payments (including to the LWDA and Aggrieved Employees as set forth below), claims administration fees and costs, and attorneys’ fees and costs. The GSA shall be paid 20% by Staffmark and 80% by Denso.

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

M. “Net Settlement Amount” or “NSA” means the amount remaining from the GSA after deducting the Settlement Administration Cost, the Plaintiff’s Counsel Award, and Enhancement Payment. The NSA 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 (“Aggrieved Employee Payment”) and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA

Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA (“LWDA Payment”).

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

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

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

Q. “PAGA Period” means the period from September 11, 2021 to July 14, 2024.

R. “Parties” means Plaintiff and Defendants, collectively; and “Party” shall mean either Plaintiff, Staffmark, or Denso, individually.

S. “Pay Period,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means: (1) for the Staffmark Aggrieved Employees, each weekly pay period in which the employee recorded work time as a non-exempt employee of Staffmark placed to work at Denso in California during the PAGA Period; or (2) for the Denso Aggrieved Employees, each biweekly pay period in which the employee recorded work time as a non-exempt employee of Denso in California during the PAGA Period.

T. “Plaintiff” or “PAGA Representative” shall mean FREDERICK LINDSAY.

U. “Plaintiff’s Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC (“JCL”), and Shani O. Zakay, Esq. of Zakay Law Group, APLC (“ZLG”).

V. “Plaintiff’s Counsel Award” means the award of attorneys’ fees and reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff’s Counsel for the services they have rendered to Plaintiff, the State of California, and the Aggrieved Employees consisting of attorneys’ fees not to exceed one-third of the GSA *plus* actually incurred litigation costs up to \$30,000.00 as documented by Plaintiff’s

Counsel's billing records. Plaintiff's Counsel's application for the Plaintiff's Counsel Award is subject to Court approval, and a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement. Plaintiff's Counsel's award of attorneys' fees shall be divided by Plaintiff's Counsel as follows: 50% to ZLG, and 50% to JCL.

W. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Claims Administrator to fund the Gross Settlement Amount.

X. "Released Claims" shall mean all PAGA claims and civil penalties recoverable under PAGA, as alleged in the PAGA Action and/or Plaintiff's June 2, 2022 letter submitted to the LWDA ("Lindsay PAGA Letter") or that could have been reasonably been asserted in the PAGA Action or the Lindsay PAGA Letter based on the facts alleged, including PAGA penalties arising from the following claims against Defendants: for meal and rest break violations; failure to allow employees to take duty-free, off-premises rest periods; failure to properly calculate and pay all wages owed at the regular rate of pay; unpaid wages, including minimum wages, regular and straight-time wages, overtime and double time wages, sick pay, meal break premiums, and rest break premiums; failure to compensate for off-the-clock work; failure to compensate for all wages owed due to unlawful "rounding" of employees' time; wage statement violations; untimely wages during employment; failure to timely pay all wages due upon termination of employment; failure to reimburse all reasonable and necessary business expenses; failure to maintain true and accurate personnel and payroll records; and including the Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and applicable wage orders ("PAGA Released Claims"). PAGA Released Claims shall also mean any other claims for civil penalties that were or could have reasonably been alleged or asserted based on the underlying Labor Code claims referenced above, including any civil penalties, attorneys' fees, costs, or any other form of relief whatsoever in

1 connection to Plaintiff's claims for civil penalties under PAGA, during the PAGA
2 Period. The Aggrieved Employees are only releasing their claims under Labor Code
3 2698, *et. seq.* and are not releasing any other claims.

4 Y. "Released Parties" shall mean Staffmark Investment LLC and its officers, directors,
5 employees, and agents; Denso International America, Inc. and its officers, directors,
6 employees, and agents; Denso Products and Services Americas, Inc. and its officers,
7 directors, employees, and agents; and Staffmark Group, LLC, Advantage Technical
8 Resourcing, Inc., and Advantage Human Resourcing, which are entities affiliated
9 with Staffmark Investment LLC.

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

11 AA. "Settlement Administration Costs" means the amount to be paid for the costs of
12 administration of the Settlement from the GSA, not to exceed \$12,000.00.

13 **II. RECITALS**

14 A. On June 3, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
15 Development Agency ("LWDA") and served the same on Defendants.

16 B. On August 10, 2022, Plaintiff filed his Action against Defendants alleging the
17 following Class Action claims:

- 18 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*;
- 19 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197,
20 & 1197.1;
- 21 3. Failure to Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*;
- 22 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
23 226.7 & 512 and the Applicable IWC Wage Order;
- 24 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
25 226.7 & 512 and the Applicable IWC Wage Order;
- 26 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.
27 Code § 226; and
28

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

C. On November 15, 2022, Plaintiff filed the operative First Amended Complaint, alleging a single cause of action seeking civil penalties for Violations of the Private Attorneys General Act at Labor Code Sections 2698 *et seq.*

D. On May 14, 2024, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.), a highly regarded jurist and mediator with experience in wage and hour class and representative PAGA actions. At mediation, the Parties agreed to resolve the PAGA Action and memorialized key terms of the Settlement in a signed Memorandum of Understanding.

E. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be, nor will be, construed as an admission by Defendants that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendants bear any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the GSA of Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the GSA shall revert to Defendants. Any amounts not received via mail by any Aggrieved Employees will be transmitted by the claims administrator pursuant to governing law to the California Unclaimed Property Fund, to be held there for the benefit of such Aggrieved Employees under California's

1 escheatment laws. Except as provided for in Section III(A)(3), Defendants
2 shall not be required to pay more or less than the GSA.

3 2. Aggrieved Employee List. Within ten (10) days after the Effective Date,
4 Defendants shall provide to the Claims Administrator, on a confidential basis,
5 a final Aggrieved Employee List compiled through Defendants' records,
6 which will include each Aggrieved Employee's: full name; last known
7 address; Social Security Number (or other taxpayer identification number, as
8 applicable); and dates of employment or number of Pay Periods worked
9 during the PAGA Period. The Aggrieved Employee List shall not be provided
10 to Plaintiff or their counsel, and shall be used only by the Claims
11 Administrator, and only for purposes of administering the settlement.

12 3. Number of Aggrieved Employees and Pay Periods. Defendant Staffmark
13 Investment LLC represents that, from September 11, 2021 until May 14, 2024,
14 the total number of Pay Periods worked by the Aggrieved Employees assigned
15 to Denso by Staffmark is approximately 4,082 Pay Periods, but that Staffmark
16 ceased all assignment for any employees at Denso on January 22, 2023. Denso
17 represents that, during the PAGA Period, the total number of Pay Periods
18 worked by the Aggrieved Employees Denso directly hired is approximately
19 18,923 Pay Periods. If the actual number of Pay Periods worked by Aggrieved
20 Employees during the PAGA Period should exceed the foregoing
21 representation by more than ten percent (10%), the Gross Settlement Amount
22 shall be proportionally increased. For example, if the actual number of pay
23 periods worked by Aggrieved Employees during the PAGA Period exceeds
24 the foregoing representation by more than eleven percent (11%), then the
25 Gross Settlement Amount will increase by 1%. Any increase in the Gross
26 Settlement Amount will be attributed to the Defendant with the corresponding
27 increase in pay periods.
28

1 4. Settlement Payment. Defendants shall pay, via wire transfer or check, the
2 GSA to the Claims Administrator on or before the Funding Date.

3 B. PAGA Release. As of the Effective Date and upon Funding of the GSA by Defendants,
4 in exchange for the consideration set forth in this Agreement, the Aggrieved
5 Employees, and the State of California shall release the Released Parties from the
6 Released Claims during the PAGA Period.

7 C. Conditions Precedent. This Settlement will become final and effective only upon (1)
8 the Court entering judgment pursuant to either Plaintiff's Motion for Settlement
9 Approval or the Parties' Joint Stipulation for Settlement Approval, and (2) Defendants
10 fully funding the GSA.

11 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
12 by the Court, fails to become effective, or is reversed, withdrawn, or fails to provide
13 Defendants with a complete resolution of the Released Claims, or if Defendants fail to
14 fully fund the GSA:

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

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

21 E. Tax Liability. The Parties acknowledge and agree that no tax advice has been offered
22 or given by any other Party or the Parties' attorneys, agents, or representatives in the
23 course of negotiating this Settlement Agreement, and that each Party is relying upon
24 the advice of its, his, or her own tax consultant with regard to any tax consequences
25 that may arise as a result of the execution of this Agreement. The Aggrieved
26 Employees are not relying on any statement or representation by the Parties in this
27 regard. The Aggrieved Employees will be responsible for the payment of any taxes
28 and/or penalties assessed on their respective share of the Aggrieved Employee

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

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

22 G. Claims Administrator. The Claims Administrator shall be responsible for: establishing
23 and administering the QSF; calculating, processing and mailing payments to Plaintiff,
24 Plaintiff’s Counsel, LWDA, and Aggrieved Employees; printing and mailing the
25 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
26 calculating and distributing tax forms for the Aggrieved Employee Payments;
27 providing declaration(s) as necessary in support of approval of this Settlement; and
28 other tasks as the Parties mutually agree or the Court orders the Claims Administrator

1 to perform. The Claims Administrator shall keep the Parties timely apprised of the
2 performance of all Claims Administrator responsibilities.

3 H. Funding and Allocation of the GSA. Defendants shall transfer the GSA to the Claims
4 Administrator within thirty (30) days after the Effective Date.

5 1. Calculation of Individual Aggrieved Employee Payments. Using the
6 Aggrieved Employee List, the Claims Administrator shall add up the total
7 number of Pay Periods for all Aggrieved Employees during the PAGA Period.
8 For each Denso Aggrieved Employee, the employee's respective Pay Periods
9 will be divided by the total Pay Periods for all Aggrieved Employees, resulting
10 in the "PAGA Payment Ratio" for each Denso Aggrieved Employee. For each
11 Staffmark Aggrieved Employee, the employee's respective Pay Periods will
12 be divided by the total Pay Periods for all Aggrieved Employees, and the
13 resulting amount will then be divided by two, yielding the "PAGA Payment
14 Ratio" for each Staffmark Aggrieved Employee. Each Aggrieved Employee's
15 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
16 Payment to calculate each Aggrieved Employee's estimated share of the
17 Aggrieved Employee Payment.

18 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
19 individual Aggrieved Employee Payments shall be allocated and treated 100%
20 as penalties and interest. The individual Aggrieved Employee Payments shall
21 not be subject to wage withholdings, and shall be reported on IRS Form 1099
22 by the Claims Administrator.

23 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
24 Payments made to the Aggrieved Employees under this Settlement
25 Agreement, as well as any other payments made pursuant to this Settlement
26 Agreement, will not be utilized to calculate any additional benefits under any
27 benefit plans to which any Aggrieved Employee may be eligible, including,
28 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock

1 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
2 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
3 will not affect any rights, contributions, or amounts to which any Aggrieved
4 Employee may be entitled under any benefit plans.

5 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
6 regular First-Class U.S. Mail to the Aggrieved Employee's last known mailing
7 address. Upon receipt of the Aggrieved Employee List, the Claims
8 Administrator will perform a search based on the National Change of Address
9 Database to update and correct any known or identifiable address changes.
10 No later than fourteen (14) calendar days after the Funding Date, the Claims
11 Administrator shall mail Individual Aggrieved Employee Payments to all
12 Aggrieved Employees via regular First-Class U.S. Mail. The Claims
13 Administrator shall exercise its best judgment to determine the current mailing
14 address for each Aggrieved Employee. The address identified by the Claims
15 Administrator as the current mailing address shall be presumed to be the best
16 mailing address for each Aggrieved Employee.

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

1 Defendants, is returned to the Claims Administrator as non-delivered with no
2 forwarding address provided. In such event, Defendants will request that the
3 currently employed Aggrieved Employee provide a corrected address, which
4 Defendants agree to transmit to the Administrator. Aggrieved Employees who
5 received a re-mailed Individual Aggrieved Employee Payment shall have their
6 check expiration deadline extended fifteen (15) days from the original check
7 expiration deadline.

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

22 7. LWDA Payment. The Claims Administrator shall transmit the LWDA
23 Payment to the LWDA as one lump sum payment within fifteen (15) calendar
24 days after the Funding Date. If the Claims Administrator pays the LWDA
25 Payment by check, the Claims Administrator will mail it to the LWDA by
26 certified mail, with return receipt requested to Plaintiff's Counsel.

27 8. Plaintiff's Enhancement Payment. In addition to the Individual Aggrieved
28 Employee Payment to which Plaintiff is otherwise entitled as an Aggrieved

1 Employee under the terms of this Agreement, Plaintiff will apply to the Court
2 for an Enhancement Payment award of not more than \$5,000.00. Defendants
3 will not oppose an Enhancement Payment of not more than \$5,000.00 to
4 Plaintiff. The Claims Administrator shall pay the Enhancement Payment,
5 either in the amount stated herein if approved by the Court or some other
6 amount as approved by the Court, to Plaintiff from the Gross Settlement
7 Amount no later than fifteen (15) calendar days after the Funding Date. Any
8 portion of the requested Enhancement Payment that is not awarded to Plaintiff
9 shall be part of the Net Settlement Amount and shall be distributed to the
10 Aggrieved Employees as provided in this Agreement. The Settlement
11 Administrator shall issue an IRS Form 1099 to Plaintiff for his Enhancement
12 Payment. Plaintiff shall be solely and legally responsible to pay any and all
13 applicable taxes on his Enhancement Payment, and shall hold harmless the
14 Released Parties from any claim or liability for taxes, penalties, or interest
15 arising as a result of the Enhancement Payment. Approval of this Settlement
16 shall not be conditioned on Court approval of the requested amount of the
17 Enhancement Payment. If the Court reduces or does not approve the requested
18 Enhancement Payment, Plaintiff shall not have the right to revoke the
19 Settlement, and it will remain binding.

- 20 9. Plaintiff's Counsel Award. Defendants will not oppose a request by Plaintiff's
21 Counsel for attorneys' fees not to exceed one-third of the GSA (currently
22 estimated to be \$158,333.33), plus costs and expenses supported by
23 declaration not to exceed Thirty Thousand Dollars (\$30,000.00), from the
24 GSA. Any portion of the requested Plaintiff's Counsel Award that is not
25 awarded to Plaintiff's Counsel shall be part of the Net Settlement Amount,
26 and shall be placed in the NSA and distributed to the LWDA and the
27 Aggrieved Employees as provided in this Agreement. The Claims
28 Administrator shall distribute and pay the Plaintiff's Counsel Award to

1 Plaintiff's Counsel from the GSA no later than fifteen (15) calendar days after
2 the Funding Date. Plaintiff's Counsel shall be solely and legally responsible
3 to pay all applicable taxes on the payment made pursuant to this paragraph.
4 The Claims Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel
5 for the payments made pursuant to this paragraph. In the event that the Court
6 reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff
7 and Plaintiff's Counsel shall not have the right to revoke the Settlement, or to
8 appeal such order, and the Settlement will remain binding.

9 10. Claims Administration Costs. The Claims Administrator shall be paid for the
10 costs of administration of the Settlement from the GSA. The estimate of the
11 Settlement Administration Costs is \$12,000.00. The Claims Administrator
12 shall be paid the Settlement Administration Costs no later than fifteen (15)
13 calendar days after the Funding Date.

14 I. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
15 the Court a Motion for Settlement Approval and Entry of Judgment Approving
16 Settlement, within sixty (60) days following the execution of this Agreement.

17 J. Notice of Settlement to LWDA. Simultaneously with Plaintiff's Counsel's
18 submission of the Motion for Approval of PAGA Settlement and/or Joint Stipulation
19 re: Settlement Approval to the Court, Plaintiff's Counsel shall submit this Agreement
20 to the LWDA, as required by California Labor Code Section 2699(1)(2). Plaintiff's
21 Counsel shall, within ten (10) days after the entry of the judgment or order approving
22 this Settlement, submit the order approving the Settlement to the LWDA pursuant to
23 California Labor Code Section 2699(1)(3).

24 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
25 opportunity for Counsel for Defendants to review the Motion for Settlement Approval,
26 including the Proposed Order Granting Approval of the Settlement and Judgment
27 Finally Approving Settlement, three (3) days before filing with the Court. The Parties
28 and their counsel will cooperate with each other and use their best efforts to effectuate

1 the Court's approval of the Motion for Approval of the Settlement, and the Court's
2 entry of Judgment.

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

5 P. Stay of Litigation. The Parties agree the continuing litigation of this action shall be
6 stayed, and the time to bring this action to trial shall be extended pending the outcome
7 of the settlement process.

8 Q. Amendment or Modification. This Settlement may not be modified, altered, or
9 changed except in a writing signed by all Parties to this Agreement, wherein specific
10 reference is made to this Agreement.

11 R. Entire Agreement. With respect to the subject matter of this Agreement and the
12 Released Claims defined herein, this Agreement and the attached Exhibit A constitute
13 the entire Agreement among the Parties, and no oral or written representations,
14 warranties or inducements have been made to any Party concerning this Agreement or
15 its Exhibit other than the representations, warranties, and covenants contained and
16 memorialized in this Agreement and its Exhibit. The Parties acknowledge and agree
17 that this Agreement, and its Exhibit, represent the entire transaction concerning the
18 resolution of the PAGA claims alleged in the Action. The Parties acknowledge and
19 agree that Plaintiff has entered into a separate settlement agreement with Defendants,
20 in which Plaintiff entered into a general release of all other claims arising out of
21 Plaintiff's employment relationship with Defendants. The Parties acknowledge and
22 agree that the instant Agreement is separate from and unaffected by Plaintiff's separate
23 release agreement with Defendants, and that Plaintiff's separate release agreement
24 with Defendants does not affect this Agreement.

25 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate
27 this Agreement, to take all appropriate Action required or permitted to be taken by
28 such Parties pursuant to this Agreement in order to effectuate its terms, and to execute

1 any other documents required to effectuate the terms of this Agreement. The
2 individuals signing this Agreement on behalf of each of the Defendants represent and
3 warrant that they are authorized to sign this Agreement on that entity's behalf.

4 T. No Prior Assignments. The Parties represent, covenant, and warrant that they have
5 not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber, to any person or entity any portion of any liability, claim,
7 demand, action, cause of action, or right released and discharged by this Agreement.

8 U. No Public Comment. Plaintiff and Plaintiff's Counsel will maintain the Memorandum
9 of Understanding, this Agreement, and the terms thereof as confidential, and will not
10 publicly disclose the same, except as set forth herein or as otherwise agreed in a writing
11 signed by all Parties hereto. Pending the preparation of the final stipulation of
12 settlement and after the execution thereof by the Parties and their counsel, there will
13 be no direct or indirect comment or publication by Plaintiff and Plaintiff's Counsel of
14 the settlement in terms of affirmative or responsive media statements/comments, press
15 releases or conferences, website postings or content, social media postings or content,
16 other Internet postings or content, subscribed email messages, newsletters,
17 disseminated updates, mass mailings, or any other comment or publication to the press,
18 media or public at large. This limitation on public comment shall not apply to nor limit
19 the public filing of motions or other case materials in the Action related to providing
20 notice of the proposed settlement to the LWDA and seeking and obtaining Court
21 approval of the proposed settlement and the related awards of attorneys' fees and costs.
22 In addition, this limitation on public comment does not apply to nor limit
23 communications between Plaintiff's Counsel and Plaintiff, nor between Plaintiff's
24 Counsel and any members of the Aggrieved Employee population in the Action,
25 except that Plaintiff's Counsel shall not discuss the settlement with Aggrieved
26 Employees other than Plaintiff prior to filing of the motion for approval. The Parties
27 understand and agree that there may be media coverage of the Settlement that is not
28 initiated, either directly or indirectly, by Plaintiff or Plaintiff's Counsel.

- 1 N. Binding on Successors and Assigns. This Agreement shall be binding upon, and shall
2 inure to the benefit of, the Parties hereto and their respective heirs, trustees, executors,
3 administrators, successors, and assigns.
- 4 O. California Law Governs. This Settlement Agreement and its Exhibit shall be governed
5 and interpreted under the laws of the State of California.
- 6 P. Execution in Counterparts. This Agreement may be executed in one or more
7 counterparts by facsimile, electronic signature, or email, which for purposes of this
8 Agreement shall be accepted as an original. All executed counterparts, and each of
9 them, shall be deemed to be one and the same instrument. Any executed counterpart
10 will be admissible in evidence to prove the existence and contents of this Agreement.
- 11 Q. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
12 is a fair, adequate, and reasonable settlement of the Action. The Parties have arrived
13 at this Settlement after extensive arms-length negotiations, taking into account all
14 relevant factors, present and potential. The Parties further acknowledge that they are
15 each represented by competent counsel and that they have had an opportunity to
16 consult with their respective counsel regarding the fairness and reasonableness of this
17 Agreement prior to signing.
- 18 R. Continuing Jurisdiction. The Parties agree that the Court shall have continuing
19 jurisdiction over this case, under California Code of Civil Procedure Section 664.6, to
20 ensure the continuing implementation of the provisions of this settlement. The Parties
21 further agree that the time within which to bring this action to trial under California
22 Code of Civil Procedure Section 583.310 shall be extended from the date of the signing
23 of this Agreement by all Parties until the Effective Date.
- 24 N. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
25 the Court shall first attempt to construe the provisions as valid to the fullest extent
26 possible, consistent with applicable precedents, so as to define all provisions of this
27 Agreement valid and enforceable.
- 28

1 O. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendants.
3 Defendants contend that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement, nor any documents created, nor actions taken, to effectuate the terms
6 of this Agreement, shall be construed or used as an admission by or against
7 Defendants, Plaintiff, or Plaintiff's Counsel as to the merits or lack thereof of the
8 claims asserted. Except as necessary in a proceeding to enforce the terms of this
9 Agreement, this Agreement and its terms and provisions shall not be offered or
10 received as evidence in any action or proceeding to establish any liability or admission
11 on the part of the Released Parties, nor to establish the existence of any condition
12 constituting a violation of, or non-compliance with, federal, state, local, or other
13 applicable law. Other than as may be specifically set forth herein, each Party shall be
14 responsible for and shall bear its, his, or her own attorney's fees and costs.

15 P. No Other Relief. The Parties agree that no injunctive, declaratory relief, or other
16 equitable relief (aside from civil penalties under PAGA) may be ordered by the Court
17 against Defendants in approval of the settlement, and should the Court do so, this will
18 provide grounds for Defendants, or any of them, to rescind and terminate the
19 settlement. Upon the Court's approval of the settlement, Plaintiff and all Aggrieved
20 Employees bound by the settlement, and the LWDA will be permanently enjoined and
21 restrained by the Court from and against initiating or pursuing any claims settled and
22 released by the settlement.

23 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**
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IT IS SO AGREED, AS TO BOTH FORM AND CONTENT, BY PLAINTIFF:

DATED: 10/01/2024 *Frederick Michael Lindsay*
Frederick Michael Lindsay (Oct 1, 2024 14:37 PDT)
FREDERICK MICHAEL LINDSAY

IT IS SO AGREED, AS TO BOTH FORM AND CONTENT, BY DEFENDANTS:

DATED: Oct 7, 2024 *Suzanne Perry*
STAFFMARK INVESTMENT, LLC

Suzanne Perry
Name

CPO
Title

DATED: October 16, 2024 *Jon Canty*
DENSO INTERNATIONAL AMERICA, INC.

Jon M. Canty
Name

General Counsel
Title

DATED: October 16, 2024 *Jon Canty*
DENSO PRODUCTS AND SERVICES AMERICAS, INC.

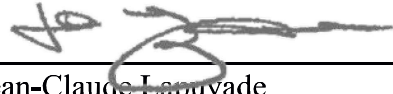
Jon M. Canty
Name

General Counsel
Title

IT IS SO AGREED, AS TO FORM ONLY, BY COUNSEL:

1
2 DATED: 10/2/2024

JCL LAW FIRM, A.P.C.

3
4 By: 

Jean-Claude Lapuyade

Attorneys for the Plaintiff and the Aggrieved
Employees

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6
7 DATED: 10/2/2024

ZAKAY LAW GROUP, APLC

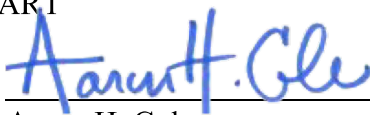
8
9 By: 

Shani O. Zakay

Attorneys for the Plaintiff and the Aggrieved
Employees

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11
12
13 DATED: October 16, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART

14
15 By: 

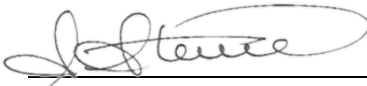
Aaron H. Cole

Catherine L. Brackett

Attorneys for Defendants Denso International
America, Inc. and Denso products and Services
Americas, Inc.

16
17
18
19 DATED: October 7, 2024

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

20
21 By: 

Susan M. Steward

Joshua N. Lange

Attorneys for Defendant Staffmark Investment
LLC

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EXHIBIT A

1 [Administrator Notice]

2 You are receiving this payment because of a lawsuit brought by a former California employee
3 against Defendant Staffmark Investment LLC (“Staffmark”), and Defendants Denso International
4 America, Inc. and Denso Products and Services Americas, Inc. (collectively, “Denso”) (Staffmark
5 and Denso together, the “Defendants”) for civil penalties pursuant to the Private Attorneys General
6 Act, Labor Code § 2698 *et seq.* (“PAGA”). In the lawsuit, Plaintiff Frederick Lindsay (“Plaintiff”)
7 sought civil penalties on behalf of himself and other employees of the Defendants for the following
8 violations of law: meal and rest break violations; failure to allow employees to take duty-free, off-
9 premises rest periods; failure to properly calculate and pay all wages owed at the regular rate of
10 pay; unpaid wages, including minimum wages, regular and straight-time wages, overtime and
11 double time wages, sick pay, meal break premiums, and rest break premiums; failure to compensate
12 for off-the-clock work; failure to compensate for all wages owed due to unlawful “rounding” of
13 employees’ time; wage statement violations; untimely wages during employment; failure to timely
14 pay all wages due upon termination of employment; failure to reimburse all reasonable and
15 necessary business expenses; and failure to maintain true and accurate personnel and payroll
16 records.

11 Defendants deny these claims, and further deny that they owe any civil penalties to Plaintiff or any
12 other current or former employees. However, to avoid further time and expense of litigation,
13 Defendants and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted
14 in the lawsuit on behalf of all non-exempt employees employed directly by Denso, or employed by
15 Staffmark and placed at Denso, in California at any time between September 11, 2021 through July
16 14, 2024 (the “Aggrieved Employees”).

15 According to Defendants’ records, you are an “Aggrieved Employee,” and you are therefore entitled
16 to a share of the settlement. The enclosed settlement check will remain valid until [insert date].

17 This check is issued pursuant to the terms of the PAGA settlement in Riverside County Superior
18 Court, Case No. CVRI2203360. The PAGA settlement settles and releases only claims for civil
19 penalties under PAGA, and does not settle any other claims against Defendants.

20 This payment is taxable income for federal, state, and local tax purposes, and may be reported to the
21 appropriate taxing authorities. You may be required to pay additional taxes for this payment. Please
22 consult a tax advisor to determine your individual tax payment and reporting situation. You will be
23 mailed appropriate tax forms by [insert date]. If your address changes, please notify us, using the
24 contact information below, so that any necessary tax forms can be mailed to your current address.

23 If you have any questions about your award, please contact: [insert administrator information].
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EXHIBIT 2



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client #50201

June 3, 2022

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

STAFFMARK INVESTMENT LLC

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr. STE 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 7331

DENSO INTERNATIONAL AMERICA, INC.

DENSO PRODUCTS AND SERVICES AMERICAS, INC.

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr. STE 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 7355

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, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 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 FREDERICK LINDSAY (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendants STAFFMARK INVESTMENT LLC (“Defendant Staffmark”), DENSO INTERNATIONAL AMERICA, INC. (“Defendant Denso International”) and DENSO PRODUCTS AND SERVICE AMERICAS, INC. (“Defendant Denso Products”) (collectively “Defendants”). Plaintiff was employed by Defendants in California from March of 2022 to April of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, 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, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contend that Defendants failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendants’ conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204,

210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant Staffmark and/or Defendant Denso International and/or Defendant Denso Products who performed work for Defendant Denso International and/or Defendant Denso Products 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 Defendants, 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, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants 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.

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
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jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
Sydney Castillo-Johnson (State Bar #343881)
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jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

Attorneys for Plaintiff FREDERICK LINDSAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

FREDERICK LINDSAY, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

STAFFMARK INVESTMENT LLC, a
Delaware limited liability company, DENSO
INTERNATIONAL AMERICA, INC., a
Delaware corporation; DENSO PRODUCTS
AND SERVICES AMERICAS, 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;
- 6) FAILURE TO PROVIDE ACCURATE

ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;
8) RETALIATION IN VIOLATION OF CAL.
LAB. CODE § 1102.5;
9) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;
10) VIOLATION OF CAL. GOV. CODE §
12940 – SEXUAL HARASSMENT AND
RACIAL DISCRIMINATION.

DEMAND FOR A JURY TRIAL

Plaintiff FREDERICK LINDSAY (“PLAINTIFF”), an individual, on behalf of himself and all other similarly situated current and former employees, alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant STAFFMARK INVESTMENT LLC. (“Defendant Staffmark”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant DENSO INTERNATIONAL AMERICA, INC. (“Defendant Denso International”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant DENSO PRODUCTS AND SERVICE AMERICAS, INC. (“Defendant Denso Products”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant Staffmark, Denso International, and Denso Products were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company PLAINTIFF performed work for respectively and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

5. Defendant Staffmark owns and operates staffing agencies throughout the United States and staffs many companies in California, including at Defendant Denso International and Defendant Denso Products.

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

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

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

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

1 10. PLAINTIFF was employed by DEFENDANT in California from March of 2022
2 to April of 2022 and at all times was classified by DEFENDANT as a non-exempt employee, paid
3 on an hourly basis, and entitled to the legally required meal and rest periods and payment of
4 minimum and overtime wages due for all time worked.

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

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

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

27 14. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
28 injunction enjoining such conduct by DEFENDANT in the future, relief for the named
PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically

1 injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
2 equitable relief.

3 **JURISDICTION AND VENUE**

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

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

12 **THE CONDUCT**

13 17. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
15 matter of company policy, practice and procedure, intentionally, knowingly and systematically
16 failed to provide legally compliant meal and rest periods, failed to accurately compensate
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
18 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
19 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
20 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
21 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest
22 premiums at the regular rate, and failed to issue to PLAINTIFF and the members of the
23 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
24 applicable hourly rates in effect during the pay periods and the corresponding amount of time
25 worked at each hourly rate. DEFENDANT's uniform policies and practices are intended to
26 purposefully avoid the accurate and full payment for all time worked as required by California
27 law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
28 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

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

19. From time-to-time during the CLASS PERIOD, as a result of their rigorous work requirements and DEFENDANT's inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which DEFENDANT required these employees to work ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for limited and narrowly construed "on-duty" meal period exception. When they were

provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call. PLAINTIFF and other CALIFORNIA CLASS Members therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

B. Rest Period Violations

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

C. Wage Statement Violations

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

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

23. In addition, 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 the 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 or due to an unintentional payroll error due to clerical or inadvertent mistake.

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

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

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

27. DEFENDANT directed and directly benefited from the uncompensated off-the-clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

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

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

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

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

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

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

19 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
20 **Sick Pay**

21 34. From time-to-time during the CLASS PERIOD, DEFENDANT failed and
22 continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
23 members for their overtime and double time hours worked, meal and rest period premiums, and
24 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages
25 due them for working overtime without compensation at the correct overtime and double time
26 rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and
27 practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and
28

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

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

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

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

1 failing to include the incentive compensation as part of the “regular rate of pay” for purposes of
2 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
3 recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

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

15 **F. Violations for Untimely Payment of Wages**

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

21 **G. Unlawful Rounding Violations**

22 40. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place
23 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
24 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
25 overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and
26 practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
27 undercompensated for all of their time worked. As a result, DEFENDANT was able to and did in
28 fact unlawfully, and unilaterally round the time recorded in DEFENDANT’S timekeeping system

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

6 41. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
7 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
8 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding
9 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
10 as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
11 duty meal break. Additionally, DEFENDANT'S unlawful rounding policy and practice caused
12 PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANT
13 for more than ten (10) hours during a shift without receiving a second off-duty meal break.

14 42. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
15 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
16 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
17 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
18 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
19 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
20 with a rest break, they required PLAINTIFF to remain on the premises, on-duty and on-call, for
21 the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during
22 what was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest
23 breaks without additional compensation and in accordance with DEFENDANTS' strict corporate
24 policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a paystub that
25 failed to comply with Cal. Lab. Code § 226. To date, DEFENDANTS have not fully paid
26 PLAINTIFF the minimum, overtime and double time compensation still owed to him, or any
27 penalty wages owed to him under Cal. Lab. Code § 203. The amount in controversy for
28 PLAINTIFF individually does not exceed the sum or value of \$75,000.

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H. Plaintiff's Individual Claims

43. Further, specifically, as to PLAINTIFF, PLAINTIFF is informed and believes, and based upon such information and belief, alleges that during his employment with DEFENDANTS, PLAINTIFF was sexually harassed by one of DEFENDANTS' employees. PLAINTIFF reported the co-worker's conduct to DEFENDANTS' manager. After reporting the sexual harassment, DEFENDANTS, its agents, and its managers began to institute a series of retaliatory employment actions against PLAINTIFF, including but not limited to, terminating PLAINTIFF'S employment in April of 2022.

44. PLAINTIFF is informed and believes, and based upon such information and belief alleges, that, during PLAINTIFF's employment with DEFENDANTS and at the time of his termination, PLAINTIFF was sexually harassed by DEFENDANTS and was treated differently and unfairly by DEFENDANTS and its agents, all in retaliation against PLAINTIFF because of report of sexual harassment.

45. Additionally, PLAINTIFF is mixed race Mexican, Native American, and white. PLAINTIFF is informed and believes, and upon such information and belief alleges, that, during PLAINTIFF's employment with DEFENDANTS and at the time of his termination, DEFENDANT'S business in particular is comprised of employees who are not mixed race Mexican, Native American, and white. PLAINTIFF is African-American. PLAINTIFF never felt that he was accepted by DEFENDANT and some of his fellow employees because of his race.

46. PLAINTIFF is informed and believes, and upon such information and belief alleges, that, during PLAINTIFF's employment with DEFENDANT and at the time of his termination, DEFENDANT hired and treated its other employees far better than DEFENDANT treated PLAINTIFF, and solely on the basis of PLAINTIFF'S race.

47. PLAINTIFF is informed and believes, and upon such information and belief alleges that, DEFENDANTS intentionally created or knowingly permitted these working conditions, including but not limited to, discriminatory hiring and promoting practices against employees on the basis of their race.

48. PLAINTIFF is informed and believes, and upon such information and belief alleges, that, DEFENDANTS' conduct in terminating him was part of a systemic pattern of

1 behavior by DEFENDANT aimed at employees like PLAINTIFF because of their race.

2 49. PLAINTIFF is informed and believes, and upon such information and belief
3 alleges that he was harmed as a result of terminated and that the discriminatory hiring and
4 promoting practices of DEFENDANTS were a substantial factor in causing PLAINTIFF'S harm.

5 50. PLAINTIFF filed a complaint with the California Department of Fair Employment
6 and Housing and received a "right to sue" letter on [REDACTED], thereby exhausting his
7 administrative remedies.

8 **I. CLASS ACTION ALLEGATIONS**

9 51. PLAINTIFF brings the First through Seventh Causes of Action as a class action
10 pursuant to California Code of Civil Procedure § 382 on behalf of all persons who are or
11 previously were employed by Defendant Staffmark and/or Defendant Denso International and/or
12 Defendant Denso Products who performed work for Defendant Denso International and/or
13 Defendant Denso Products in California and classified as non-exempt employees
14 ("CALIFORNIA CLASS") during the period beginning four years prior to the filing of the
15 Complaint and ending on a date determined by the Court ("CLASS PERIOD").

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

22 53. The members of the class are so numerous that joinder of all class members is
23 impractical.

24 54. Common questions of law and fact regarding DEFENDANT's conduct, including
25 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to
26 accurately calculate the regular rate of pay for overtime compensation, failure to accurately
27 calculate the regular rate of compensation for missed meal and rest period premiums, failing to
28 provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure

1 to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
2 minimum wage and overtime, exist as to all members of the class and predominate over any
3 questions affecting solely any individual members of the class. Among the questions of law and
4 fact common to the class are:

- 5 a. Whether DEFENDANT maintained legally compliant meal period policies and
6 practices;
- 7 b. Whether DEFENDANT maintained legally compliant rest period policies and
8 practices;
- 9 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
10 Members accurate premium payments for missed meal and rest periods;
- 11 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
12 Members accurate overtime wages;
- 13 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
14 Members at least minimum wage for all hours worked;
- 15 f. Whether DEFENDANT issued legally compliant wage statements;
- 16 g. Whether DEFENDANT committed an act of unfair competition by systematically
17 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
18 CLASS for all time worked;
- 19 h. Whether DEFENDANT committed an act of unfair competition by systematically
20 failing to record all meal and rest breaks missed by PLAINTIFF and other
21 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
22 of this work, required employees to perform this work and permits or suffers to
23 permit this work;
- 24 i. Whether DEFENDANT committed an act of unfair competition in violation of the
25 UCL, by failing to provide the PLAINTIFF and the other members of the
26 CALIFORNIA CLASS with the legally required meal and rest periods.

27 55. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
28 a result of DEFENDANT's conduct and actions alleged herein.

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

3 57. PLAINTIFF will fairly and adequately represent and protect the interests of the
4 CALIFORNIA CLASS Members.

5 58. PLAINTIFF retained able class counsel with extensive experience in class action
6 litigation.

7 59. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
8 interests of the other CALIFORNIA CLASS Members.

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

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

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

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

27 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
28 which would as a practical matter be dispositive of the interests of the other

1 members not party to the adjudication or substantially impair or impeded their
2 ability to protect their interests.

3 63. Class treatment provides manageable judicial treatment calculated to bring an
4 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
5 the conduct of DEFENDANT.

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Business Practices**

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

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

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

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

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

19 Any person who engages, has engaged, or proposes to engage in unfair competition
20 may be enjoined in any court of competent jurisdiction. The court may make such
21 orders or judgments, including the appointment of a receiver, as may be necessary
22 to prevent the use or employment by any person of any practice which constitutes
23 unfair competition, as defined in this chapter, or as may be necessary to restore to
24 any person in interest any money or property, real or personal, which may have
25 been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code §
26 17203).

27 67. By the conduct alleged herein, DEFENDANT has engaged and continues to
28 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, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &

1 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
2 unfair competition, including restitution of wages wrongfully withheld.

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

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

15 70. 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 71. 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 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
22 as required by Cal. Lab. Code §§ 226.7 and 512.

23 72. Therefore, PLAINTIFF demands on behalf of himself 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 73. PLAINTIFF further demands on behalf of himself and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 74. 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 75. 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 76. 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 unfair
19 business practices, including earned but unpaid wages for all time worked.

20 77. 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 78. 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 legal

1 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 79. 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 80. 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 the CALIFORNIA CLASS Members.

14 81. 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 82. 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 lesser wage than
18 the minimum so fixed is unlawful.

19 83. 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 84. 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 worked. 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 85. 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 denied accurate compensation to PLAINTIFF
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 86. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately calculated the amount of 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 87. 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 88. 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 89. 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 90. DEFENDANT knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS are 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 corporate 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 91. 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 legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 92. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
8 request 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 §§ 510, 1194 and 1198)**

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

22 93. 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 94. 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 95. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
4 public policy, an employer must timely pay its employees for all hours worked.

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

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

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

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

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

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

4 102. 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 the
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS were 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 himself, and the CALIFORNIA CLASS based on
10 DEFENDANT's violations of non- negotiable, non-waivable rights provided by the State of
11 California.

12 103. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
14 constituting a failure to pay all earned wages.

15 104. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of
16 the 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 required to work,
19 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
20 evidenced by DEFENDANT's business records and witnessed by employees.

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

26 106. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
28 DEFENDANT systematically elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
2 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

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112. 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)

113. 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.

114. 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 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.

115. 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 rest
2 period was not provided.

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code §§ 226)**

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

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

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

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

- 1 h. the name and address of the legal entity that is the employer, and
2 i. all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee.

4 119. From time to time during the CLASS PERIOD, when PLAINTIFF and other
5 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
6 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
7 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
8 wage statements which failed to show, among other things, the total hours worked and all
9 applicable hourly rates in effect during the pay period and the corresponding amount of time
10 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
11 periods. Further, from time to time, DEFENDANT failed to list the accurate name and address of
12 the legal entity that was PLAINTIFF'S and other CALIFORNIA CLASS Members' employer. In
13 addition, DEFENDANT, from time to time, failed to provide PLAINTIFF and the CALIFORNIA
14 CLASS Members with wage statements that comply with Cal. Lab. Code § 226. DEFENDANT
15 knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and
16 damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages
17 include, but are not limited to, costs expended calculating the correct wages for all missed meal
18 and rest breaks and the amount of employment taxes which were not properly paid to state and
19 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the
20 other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty
21 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
22 (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an
23 amount according to proof at the time of trial (but in no event more than four thousand dollars
24 (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code §§ 203)**

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

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

8 121. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
12 task, piece, Commission basis, or other method of calculation.
13 (e) "Labor" includes labor, work, or service whether rendered or performed under
14 contract, subcontract, partnership, station plan, or other agreement if the to be
15 paid for is performed personally by the person demanding payment.

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

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

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention
23 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
24 Notwithstanding any other provision of law, an employee who quits without providing a
25 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
26 designates a mailing address. The date of the mailing shall constitute the date of payment
27 for purposes of the requirement to provide payment within 72 hours of the notice of
28 quitting.

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

31 125. Cal. Lab. Code § 203 provides:

32 If an employer willfully fails to pay, without abatement or reduction, in accordance with
33 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
34 quits, the wages of the employee shall continue as a penalty from the due date thereof at
35 the same rate until paid or until an action therefor is commenced; but the wages shall not
36 continue for more than 30 days.

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

127. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand 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 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

(Retaliation in Violation of Cal. Lab. Code §§1102.5 and 6310, and Government Code § 12900, *et seq.*)

(Alleged By PLAINTIFF and against all Defendants)

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

129. At all relevant times, Labor Code section 1102.5 was in effect and was binding on DEFENDANTS. This statute prohibits DEFENDANTS from retaliating against any employee, including PLAINTIFF, for raising complaints of illegality and/or belief that the employee may disclose illegality.

130. At all relevant times, Government Code section 12900 was in effect and was binding on DEFENDANTS. This statute prohibits DEFENDANTS from committing unlawful employment practices, including retaliating against PLAINTIFF for seeking to exercise rights guaranteed under FEHA, participating in protected activities, reporting violations of applicable state and/or federal law, and/or opposing DEFENDANTS' failure to provide such rights.

131. PLAINTIFF raised complaints of illegality while he worked for DEFENDANTS, and DEFENDANTS retaliated against him by taking adverse employment actions, including terminating PLAINTIFF's employment.

132. As a proximate result of DEFENDANTS' willful, knowing, and intentional violation(s) of Labor Code section 1102.5 and Government Code section 12900, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

133. As a result of DEFENDANTS' adverse employment actions against PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to proof.

134. DEFENDANTS' misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner, entitling PLAINTIFF to punitive damages against DEFENDANTS.

NINTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(By PLAINTIFF and against all DEFENDANTS)

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

136. PLAINTIFF's wrongful termination on or about April, 2022, was for a pretextual reason(s) to disguise DEFENDANTS' unlawful employment practices directed at PLAINTIFF.

137. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Government Code §12900 et seq., which forbids sexual harassment and racial discrimination, retaliation, and wrongful termination. Unlawful harassment includes the right to be free from unwanted, offensive harassment, and the right to protest such conduct without fear of retaliation or further harm. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from sexual harassment/discrimination/retaliation.

138. The motivating reason(s) for PLAINTIFF's termination was sexual harassment and racial discrimination and PLAINTIFF's protests and/or resistance thereof. PLAINTIFF's discharge from his position of employment was in violation of the public policies of the State of California.

139. As a result of DEFENDANTS' actions, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

140. In doing the acts herein alleged, DEFENDANTS acted with malice and oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANT in an amount to be determined to punish DEFENDANT and to deter such wrongful conduct in the future.

141. PLAINTIFF was harmed by DEFENDANT'S wrongful and illegal termination of his employment.

142. The wrongful termination of the employment of PLAINTIFF was and is a substantial factor causing harm to PLAINTIFF.

143. On , PLAINTIFF filed a complaint with the Department of Fair Employment & Housing (“DFEH”), and received an immediate Right to Sue that same day. (See Exhibit #1).

TENTH CAUSE OF ACTION

**VIOLATION OF GOVERNMENT CODE §12940 et seq. – RACIAL AND SEX
DISCRIMINATION**

(By PLAINTIFF and against all DEFENDANTS)

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

145. PLAINTIFF was employed by DEFENDANTS.

146. DEFENDANTS are employers covered by Government Code §12940 et seq.

147. PLAINTIFF was terminated from his employment and/or suffered other adverse employment actions.

148. PLAINTIFF'S race, sexual harassment by DEFENDANTS, and reporting of sexual harassment thereof to DEFENDANTS, was a substantial motivating reason(s) for his termination and other adverse employment actions.

149. As a result of DEFENDANTS' conduct, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

150. In doing the acts herein alleged, DEFENDANTS acted with malice and oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANTS in an amount to be punish DEFENDANTS and to deter such wrongful conduct in the future.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays 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 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation and separately owed rest periods, due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the

1 applicable CLASS PERIOD plus interest thereon at the statutory rate;

2 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
3 the applicable IWC Wage Order;

4 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
5 which a violation occurs and one hundred dollars (\$100) per each member of the
6 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
7 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
8 violation of Cal. Lab. Code § 226

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

12 3. On PLAINTIFF'S Eighth through Tenth Causes of Action:

13 a. For all special damages which were sustained as a result of DEFENDANTS'
14 conduct, including but not limited to, back pay, front pay, lost compensation and
15 job benefits that PLAINTIFF would have received but for the practices of
16 DEFENDANTS.

17 b. For all exemplary damages, according to proof, which were sustained as a result of
18 DEFENDANTS' conduct

19 c. An award of interest, including prejudgment interest at the legal rate.

20 d. Such other and further relief as the Court deems just and equitable.

21 e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
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1 4. On all claims:

- 2 a. An award of interest, including prejudgment interest at the legal rate;
- 3 b. Such other and further relief as the Court deems just and equitable; and
- 4 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
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6 DATED: June 2, 2022

7 **ZAKAY LAW GROUP, APLC**

8

9 By: 
Shani O. Zakay
10 Attorney for PLAINTIFF

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13 **DEMAND FOR A JURY TRIAL**

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

16 DATED: June 2, 2022

17 **ZAKAY LAW GROUP, APLC**

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19 By: 
Shani O. Zakay
20 Attorney for PLAINTIFF

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EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Activity: All Dates

Lindsay v. Staffmark (002-339)

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
08/03/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Call	700.00	5	3,500.00	3,500.00
05/18/2022	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Employee File	700.00	3.7	2,590.00	6,090.00
05/24/2022	No	Jean Claude Lapuyade	Legal Research - Claim Analysis Meal, Rest, 226 and 2802	700.00	5.2	3,640.00	9,730.00
05/30/2022	No	Jean Claude Lapuyade	Legal Research - LWDA Prefiling Requirements Statutes and Case Law on Notice Adequacy	700.00	2.1	1,470.00	11,200.00
06/02/2022	No	Jean Claude Lapuyade	Pleadings - Read, Revised and Edited LWDA Notice	700.00	2.5	1,750.00	12,950.00
06/02/2022	No	Jean Claude Lapuyade	Drafted PAGA Letter	700.00	3.1	2,170.00	15,120.00
08/01/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re M&C Conference	700.00	0.7	490.00	15,610.00
08/15/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re filing of suit, next steps and timeline.	700.00	0.4	280.00	15,890.00
08/16/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Service of Complaint	700.00	0.5	350.00	16,240.00
08/19/2022	No	Jean Claude Lapuyade	Case Management - R&R Letter from OC Re Arbitration	700.00	0.8	560.00	16,800.00
08/20/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Standing Order	700.00	0.5	350.00	17,150.00
08/22/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Court's CMO	700.00	0.4	280.00	17,430.00
09/02/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Arb. M&C	700.00	0.4	280.00	17,710.00
09/10/2022	No	Jean Claude Lapuyade	Case Management - R&R Defendant's 170.6	700.00	0.4	280.00	17,990.00
09/13/2022	No	Jean Claude Lapuyade	Case Management - Emails Re M&C Call	700.00	0.3	210.00	18,200.00
09/16/2022	No	Jean Claude Lapuyade	Meet and Confer Call w/ OC Re Arbitration	700.00	0.5	350.00	18,550.00
09/16/2022	No	Jean Claude Lapuyade	Legal Research - Arbitration Research	700.00	2.5	1,750.00	20,300.00
09/27/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised CMS	700.00	0.4	280.00	20,580.00
10/04/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re CMS	700.00	0.3	210.00	20,790.00
10/12/2022	No	Jean Claude Lapuyade	Reviewed and Analyzed Defendant's Answer	700.00	1.5	1,050.00	21,840.00
10/20/2022	No	Jean Claude Lapuyade	Pleadings - Reviewed and Edited PAC	700.00	0.8	560.00	22,400.00
10/31/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re CMS	700.00	0.6	420.00	22,820.00
11/28/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from Staff Re POS	700.00	0.3	210.00	23,030.00
12/07/2022	No	Jean Claude Lapuyade	Case Management - Attended CMC	700.00	1	700.00	23,730.00
12/13/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Minute Order Re CMC	700.00	0.2	140.00	23,870.00
12/18/2022	No	Jean Claude Lapuyade	Pleadings - R&R Defendant= DENSO's Answer	700.00	1.7	1,190.00	25,060.00
12/20/2022	No	Jean Claude Lapuyade	Legal Research - Motion to Strike/Demurrer Answer (Internal Grievance, Laches, Consent)	700.00	3.8	2,660.00	27,720.00
02/22/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Denso Motion to Compel	700.00	2.1	1,470.00	29,190.00

02/27/2023	No	Jean Claude Lapuyade	Case Management - Drafted Revised and Edited Joint CMS	700.00	0.5	350.00	29,540.00
03/29/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	700.00	0.8	560.00	30,100.00
04/17/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Supp. Decs filed ISO Defendant's MTC	700.00	2	1,400.00	31,500.00
04/24/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Proposed Order Re MTC Arb.	700.00	0.5	350.00	31,850.00
04/24/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Objection to NOR	700.00	1.5	1,050.00	32,900.00
04/25/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Proposed Order on MTC	700.00	0.6	420.00	33,320.00
05/01/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status	700.00	0.4	280.00	33,600.00
06/08/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Order Re MTC Arb.	700.00	1	700.00	34,300.00
07/10/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.6	420.00	34,720.00
07/17/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.2	140.00	34,860.00
09/13/2023	No	Jean Claude Lapuyade	Case management - Emails to/from OC Re Mediation	700.00	0.4	280.00	35,140.00
10/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	35,490.00
10/17/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	35,840.00
11/03/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.6	420.00	36,260.00
12/18/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.4	280.00	36,540.00
01/03/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation Readiness	700.00	0.3	210.00	36,750.00
01/22/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	700.00	0.4	280.00	37,030.00
01/23/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00	37,240.00
01/26/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Mediation Data	700.00	1	700.00	37,940.00
01/26/2024	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Mediation Data	700.00	0.5	350.00	38,290.00
01/29/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	38,570.00
01/30/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.9	630.00	39,200.00
02/14/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediator Selection Conflict	700.00	0.8	560.00	39,760.00
04/11/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.2	140.00	39,900.00
04/16/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis and Claims	700.00	1.1	770.00	40,670.00
04/30/2024	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data (Policies, Time and payroll records)	700.00	4.4	3,080.00	43,750.00
05/07/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis and Damages Report	700.00	1.2	840.00	44,590.00
05/10/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	700.00	3.9	2,730.00	47,320.00
05/11/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8	5,600.00	52,920.00
05/15/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.4	280.00	53,200.00
05/15/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Client Re MOU	700.00	0.3	210.00	53,410.00
05/16/2024	No	Jean Claude Lapuyade	Settlement - TCW Client Lindsay Re MOU	700.00	0.8	560.00	53,970.00
08/12/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	54,180.00
10/02/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.4	280.00	54,460.00
10/10/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.2	140.00	54,600.00

10/16/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited P&As and Order ISO Approval, drafted JCL Dec. ISO	700.00	3.2	2,240.00	56,840.00
10/21/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Dec. ISO Approbals	700.00	0.3	210.00	57,050.00
06/26/2023	No	Maria Watters	Drafted Tolling Agreement and sent to attorneys for review	175.00	0.5	87.50	57,137.50
11/21/2022	No	Sydney Castillo-Johnson	Review joint CMS	450.00	0.4	180.00	57,317.50
12/07/2022	No	Sydney Castillo-Johnson	Call with client re: status update and MTC arb	450.00	0.4	180.00	57,497.50
01/08/2023	No	Sydney Castillo-Johnson	Case management - review case needs and strategy with staff	450.00	0.8	360.00	57,857.50
05/01/2023	No	Sydney Castillo-Johnson	Call with client re: claims	450.00	0.5	225.00	58,082.50
08/30/2023	No	Sydney Castillo-Johnson	Prep for client call	450.00	0.5	225.00	58,307.50
09/19/2023	No	Sydney Castillo-Johnson	Case Management - Emails to/from OC Re Mediation	450.00	0.3	135.00	58,442.50
11/06/2023	No	Sydney Castillo-Johnson	Emails re mediation date	450.00	0.2	90.00	58,532.50
11/15/2023	No	Sydney Castillo-Johnson	Case Management - Emails to/from OC Re Mediation	450.00	0.3	135.00	58,667.50
Total for Lindsay v. Staffmark (002-339)						85.4	\$ 58,667.50

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Lindsay v. Staffmark (002-339)						
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	9.90	9.90
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	18.72	28.62
08/16/2022	Expense		Riverside Court		8.00	36.62
08/22/2022	Expense		One Legal LLC	One Legal Order Number: 18758889 - Filing Fee Re: Proof of Service, Proof of Service	16.78	53.40
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	3.84	57.24
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	8.60	65.84
09/02/2022	Check	2947	Knox Attorney Services, Inc.	Invoice No. 4377213 - Service On: Denso Products and Services Americas, Inc - Delaware	60.75	126.59
09/02/2022	Check	2947	Knox Attorney Services, Inc.	Invoice No. 4377213 - Service On: Denso Products and Services Americas, Inc	119.75	246.34
09/07/2022	Expense		One Legal LLC	One Legal Order Number: 18873398 - Filing Fee Re: Notice and Acknowledgment of Receipt	12.87	259.21
09/30/2022	Journal Entry	Sept. 2022 Postage		Postage for September 2022	3.84	263.05
09/30/2022	Journal Entry	Sept. 2022 Postage		Copies for September 2022	8.60	271.65
10/31/2022	Journal Entry	Oct. 2022 Postage		Postage for October 2022	3.84	275.49
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	6.20	281.69
11/04/2022	Expense		One Legal LLC	One Legal Order Number: 19244307 - Filing Fee Re: Amdended Complaint, Proof of Service	12.87	294.56
11/21/2022	Expense		One Legal LLC	One Legal Order Number: 19300138 - Filing Fee Re: Amended Complaint, Proof of Service	16.78	311.34
11/30/2022	Journal Entry	Nov. 2022 Postage		Postage for November 2022	1.14	312.48
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	11.00	323.48
12/23/2022	Credit Card Credit		One Legal LLC	Order No. 19244307	-12.87	310.61
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.20	310.81
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.10	310.91
02/28/2023	Journal Entry	Feb 2023 Postage		Postage for February 2023	1.20	312.11
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	1.80	313.91
02/28/2023	Expense		One Legal LLC	One Legal Order no. 19913460 - Filing Fee Re: Case Management Statement, Proof of Service	17.24	331.15
03/02/2023	Expense		Riverside Court		2.00	333.15
03/30/2023	Expense		Orange County Superior Court	Record retrieval	7.50	340.65
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	2.40	343.05
03/31/2023	Journal Entry	Mar 2023		Copies for March 2023	3.60	346.65

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
		Postage				
04/25/2023	Expense		One Legal LLC	One Legal Order no. 20277217 - Filing Fee Re: Proof of Service	17.24	363.89
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	8.76	372.65
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	20.50	393.15
05/25/2023	Expense		LWDA		75.00	468.15
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	10.90	479.05
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	68.04	547.09
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.10	547.19
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.60	547.79
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.20	547.99
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	0.40	548.39
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.60	548.99
02/05/2024	Check	3655	JAMS	Inv. 1110029646	250.00	798.99
02/05/2024	Check	3656	JAMS	Inv. 6943550	3,000.00	3,798.99
05/28/2024	Check	3827	Berger Consulting Group	Inv. 11677	3,560.00	7,358.99
06/30/2024	Journal Entry	June 2024 Postage		Postage for June 2024	1.28	7,360.27
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	2.40	7,362.67
07/02/2024	Deposit		Lindsay v. Staffmark (002-339)	Refund from Jams	-375.00	6,987.67
Total for Lindsay v. Staffmark (002-339)					\$6,987.67	
TOTAL					\$6,987.67	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

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

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

Andrea Amaya, Esq.
California Bar Number 348080
Associate Attorney

Biography:

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

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

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);