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Attorneys for PLAINTIFF JACQUELINE NAYYAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SOLANO

JACQUELINE NAYYAR, an individual,
AMANDA MEDRANO, an individual, on behalf
of themselves, other Aggrieved Employees, and
the State of California,

Plaintiffs,

vs.

PIZZA INVESTMENT ENTREPRENUERS,
L.L.C., a Nevada Limited Liability Company;
and DOES 1-50, Inclusive;

Defendant.

Case No: FCS056804

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

Judge: Hon. Stephen Gizzi
Department: 3

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

2 1. I am the managing partner of the JCL Law Firm, APC, co-lead counsel of record for
3 Plaintiff Jacqueline Nayyar (“Plaintiff”) in this matter. As such, I am fully familiar with the facts,
4 pleadings, and history of the matter. The following facts are within my own personal knowledge, and
5 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 for Approval of PAGA
7 Settlement with Defendant Pizza Investment Entrepreneurs, LLC (“Defendant”).

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

10 4. A true and correct copy of Plaintiff’s May 3, 2021, Notice of Violations filed with the
11 Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

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

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 August 22, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of August
18 22, 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 **I. 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, reasonable, and valuable. The Settlement is
24 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
25 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
26 approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of
27 the Agreement. PAGA Counsel’s Qualifications are set forth in the Firm Resume attached hereto as
28 Exhibit #6.

1 **II. PROCEDURAL AND FACTUAL BACKGROUND**

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

4 10. On May 3, 2021, Plaintiff, on behalf of herself and on behalf of other Aggrieved
5 Employees, served Defendant and the LWDA with a Notice of Violations ("PAGA Notice") and draft
6 complaint memorializing claims against Defendant for alleged violations of the California Labor Code,
7 including causes of action for failure to provide compliant meal and rest periods; failure to accurately
8 compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages;
9 failure to provide accurate itemized wage statements; failure to reimburse employees for required
10 business expenses, and failure to timely pay wages due during, and upon termination of employment.
11 (LWDA Case No. LWDA-CM-831092-21).

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

16 12. On July 14, 2021, Plaintiff Nayyar and a second individual, Amanda Medrano, filed a
17 class and representative action complaint against Defendant in the Superior Court for Solano, Case
18 Number FCS056004 ("Class Action"). The Action alleged ten causes of action against Defendant for:
19 (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4)
20 Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to
21 Provide Accurate Itemized Statements; (7) Failure to Reimburse Employees for Required Expenses; (8)
22 Failure to Provide Wages When Due; (9) Unlawful Deductions; and (10) Violations of the Private
23 Attorneys General Act.

24 13. On September 14, 2021, Plaintiff moved to dismiss the class and individual claims
25 asserted against Defendant, without prejudice, and file a First Amended Complaint against Defendant
26 that included a single cause of action pursuant to the Private Attorneys General Act ("PAGA"). This
27 First Amended Complaint (the "FAC") was filed on September 14, 2021, and is the operative complaint
28 in this Action.

1 14. On December 20, 2023, Plaintiff and Medrano filed a Doe Amendment in order to
2 identify Daniel Abfalter as Doe 1.

3 15. On April 4, 2024, the Parties participated in an all-day mediation presided over by Brian
4 McKelvey, Esq., an experienced mediator of wage and hour representative actions. In advance of the
5 with the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate
6 Defendant's potential liability exposure. Among the data and documents Defendant produced
7 information that included, but was not limited to, the total number of Aggrieved Employees, pay
8 periods, along with a sample of the Aggrieved Employees' time and payroll data.

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

17 17. On April 18, 2024, Plaintiff filed a request for dismissal of the second named plaintiff in
18 the Action, Amanda Medrano.

19 18. The Settlement is intended to fully and finally resolve the Released PAGA Claims
20 asserted by Plaintiff on behalf of herself, the LWDA, and the 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 19. 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 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
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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 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
2 within ten (10) days after entry of judgment or order.

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

4 20. The PAGA settlement is subject to Court approval consistent with Labor Code §
5 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
6 Amount payment in the amount of One Hundred Eighty-Three Thousand Five Hundred Dollars and
7 Zero Cents (\$183,500.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a
8 deduction of: i) a PAGA Counsel Award in the amount of Eighty-Six Thousand One Hundred Sixty-
9 Six Dollars and Sixty-Seven Cents (\$86,166.67), comprised of one-third of the Gross Settlement
10 Amount (estimated to be approximately \$61,166.67) and reimbursement of incurred litigation expenses
11 in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); ii) Service
12 Award to Plaintiff of up to Ten Thousand Dollars and Zero Cents (\$10,000.00); and iii) Claims
13 Administration Costs of Eight Thousand Dollars and Zero Cents (\$8,000.00). Agreement generally at
14 § III(J)(8)-(10). After these deductions, the amount remaining is the "PAGA Payment," which is
15 estimated to be \$79,333.33.

16 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

17 21. The Gross Settlement Amount of \$183,500.00 is fair and reasonable and, therefore,
18 should be approved. Here, *without stacking* the PAGA penalties, Defendant's estimated *maximum*
19 liability exposure is estimated at approximately \$1,193,687 in PAGA penalties.

20 22. Plaintiff's consultant estimated Defendant's exposure as follows:
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Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
Meal Period Violations Cal. Labor Code §§ 226.7 and 512	\$50 ³	2,941	29% of PAGA Pay Periods	\$147,050
Rest Period Violations Cal. Labor Code §§ 226.7 and 512	\$50	2,941	29% of PAGA Pay Periods	\$147,050
Suitable Seating Violations Cal. Labor Code §1198; Industrial Wage Orders, § 14	\$50	2,570	25% of PAGA Pay Periods	\$128,512
Wage Statement Violations Cal. Labor Code § 226	\$50	5,141	50% of PAGA Pay Periods	\$257,025
Unpaid Wages Violations Cal. Labor Code §§ 1194, 1197, 1197.1, 1198 and 510	\$100	5,141	50% of PAGA Pay Periods	\$514,050

23. Plaintiff alleged Defendant failed to pay all minimum and overtime wages when she and other Aggrieved Employees worked off the clock. Specifically, Plaintiff alleged that she and other Aggrieved Employees were required to perform pre-shift off-the-clock work, including setting up condiments, organizing the ordering line, preparing salads, and setting up pizza boxes. Plaintiff further alleges that she and other Aggrieved Employees were required to perform post-shift off-the-clock work, including taking out the garbage, restocking boxes, washing dishes, and helping customers.

24. Defendant denies these allegations, contending that all employees are instructed not to work off-the-clock, that Defendant's timekeeping system allows employees to account for this work,

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

³ The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”].) Separately, Defendant also argued that courts have considerable discretion to reduce the penalty awards under PAGA. See, e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if she prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation rate. JCL Dec., ¶ 31.

1 and accordingly, any work performed off-the-clock was not at the direction of Defendant. Taking
2 Defendant's defenses into consideration, Plaintiff applied a 50% discount to this claim. Applying said
3 discount, Plaintiff estimates Defendant's exposure for this claim to be \$514,050.

4 25. Plaintiff alleged that Defendant rounded meal periods, supported by data evidencing that
5 over 35% of all first meal periods taken during shifts greater than six hours were exactly 30 minutes in
6 length.

7 26. Based on this data, Plaintiff alleges that Defendant implemented a practice of either
8 rounding or auto-deducting 30 minutes for fictitious meal breaks from every shift, creating a paper trail
9 of compliance and depriving employee of their breaks and wages owed for time deducted. Defendant
10 denies these allegations, contending that they maintain compliant meal period policies and practices,
11 that employees are responsible for recording their own time, and that Defendant does not alter time
12 records and no evidence of rounding or time sheet manipulation exists. Defendant also argues that it
13 pays meal period premiums, and a contention that it alters employees' time records is incongruous with
14 its documented history of paying meal period premiums when time records reflect non-compliant
15 breaks. Taking into account Defendant's defenses, Plaintiff applied a 50% discount to this claim.
16 Applying said discount, Plaintiff estimates Defendant's exposure for this claim to be approximately
17 \$147,050.

18 27. Plaintiff also alleges that Defendant failed to provide suitable seating to Aggrieved
19 Employees throughout the PAGA Period. Specifically, Plaintiff alleged that she and the Aggrieved
20 Employees were not provided a seat when they worked at the cash register, and that their duties
21 performed while at the cash register could have been done while seated. Defendant argued that seating
22 would impede the efficiency of operations, and further, that this claim, even if valid, would be limited
23 to a small number of employees whose duties involved working the cash register. Taking into account
24 Defendant's defenses, particularly its defense that this claim would only apply to a small number of
25 individuals, Plaintiff applied a 75% discount to this claim. Applying said discount, Plaintiff estimates
26 Defendant's exposure for this claim to be approximately \$128,512.

27 28. Plaintiff alleges that Defendant failed to furnish wage statements that complied with the
28 requirements of Labor Code Section 226(a). Specifically, Plaintiff alleges that the wage statements

1 failed to include all applicable hourly rates in effect during the pay period. Defendant argued that there
2 is no evidence that any Aggrieved Employee suffered any injury or harm, and moreover, that there is
3 no evidence that the alleged deficiencies were knowing and intentional. Taking into account
4 Defendant's defenses, Plaintiff applied a 50% discount to this claim. Applying said discount, Plaintiff
5 estimates Defendant's exposure for this claim to be approximately \$257,025.

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

12 30. Defendant argued that it had a legally compliant rest period policy. Defendant also
13 argued that Plaintiff's rest break claim would have mainly relied on the testimony of Aggrieved
14 Employees, making it a riskier claim. Establishing liability likely would have entailed competing
15 testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. See, e.g.,
16 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the
17 competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written
18 rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United*
19 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's
20 own evidence confirms that the written policy does not generate uniform practices"). To determine
21 potential liability, Plaintiff assumed a violation rate that mirror meal period violations. Taking into
22 account Defendant's defenses, Plaintiff then applied a 50% discount to this claim. Applying said
23 discount, Plaintiff estimates Defendant's exposure for this claim to be approximately \$147,050.

24 31. In light of the above, the Gross Settlement Amount is approximately 15.4% of
25 Defendant's potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
26 recovery of PAGA penalties through continued litigation. Defendant's maximum exposure to PAGA
27 penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued
28 litigation including, but not limited to, Defendant's defenses. See, *Zayerz v. Kiewit Infrastructure West*,

1 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that
2 it can only be assessed civil penalties for actual violations of the Labor Code. See Lab. Code §
3 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the
4 underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS
5 13126, *10 (C.D. Cal. 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on
6 behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the
7 defendant.”].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the
8 alleged Labor Code violation, which would be difficult to do, since Defendant deny any liability or
9 wrongdoing of any kind associated with the claims alleged in this action. Thus, Defendant contended
10 that Plaintiff would be required to “prove Labor Code violations with respect to each and every
11 individual on whose behalf Plaintiff seek to recover civil penalties under PAGA.” *Hibbs-Rines v.*
12 *Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

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

1 90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied
2 (July 12, 2023), and disapproved of by *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 547
3 P.3d 980 (2024) (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA
4 penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in
5 light of Defendant's arguments.

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

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

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

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

21 36. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'
22 fees in the amount of \$61,166.67 (one-third of the Gross Settlement Amount) and reimbursement of
23 litigation costs not to exceed \$25,000.00.⁴ PAGA does not have any requirements for reviewing
24 attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement
25 is a matter of contract for a contingent representation. Nevertheless, should this Court review the
26 requested attorneys' fees, the requested fees and costs are reasonable for experience wage and hour
27 counsel.

28 ⁴ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$21,494.23 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 37. The requested PAGA Counsel Award of \$86,166.67, comprised of \$61,166.67 for
2 attorneys' fees and reimbursement of litigation expenses of up to \$25,000.00 is fair, reasonable, and
3 justified by the result achieved.

4 38. PAGA Counsel negotiated a recovery of One Hundred Eighty-Three Thousand, Five
5 Hundred Dollars and Zero Cents (\$183,500.00), and this result justifies the requested fees equal to one
6 third of this recovery. This percentage is within the standard contingent recovery percentage of one-
7 third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert*
8 *Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from
9 certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal
10 issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendant present serious
11 threats to the claims of Plaintiff and the Aggrieved Employees. Defendant asserted that its employment
12 practices complied with all applicable labor laws. If successful, Defendant's factual and legal defenses
13 would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses
14 could be overcome, Defendant maintains that these defenses have merit and therefore present a serious
15 risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was
16 able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual
17 and legal issues underlying liability and overcome difficulties in proof as to monetary relief.

18 39. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
19 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
20 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
21 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
22 Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Perssia Razma (Associate
23 Attorney), Andrea Amaya (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager),
24 Jennifer Heming (Paralegal), and Esbeidy Campos (Legal Assistant).

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

adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

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

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

43. The JCL Law Firm's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. See *e.g.*, *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

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1 44. Moreover, my billing rate has been approved multiple times within the last twelve months
2 by California Superior Court judges. (*See generally Mendez v. Bondz, Inc., et al.*, San Joaquin Superior
3 Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr.
4 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
5 Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491
6 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate and appointed Jean Claude
7 Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v. White Fir, LLC, et*
8 *al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell
9 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
10 Class Counsel; *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior
11 Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$550 billing rate and
12 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Anderson v.*
13 *Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October
14 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq.
15 of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal Products, Inc., et al.*, San Diego
16 Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C.
17 Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
18 APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No.
19 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing rate and appointed Jean
20 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a \$1,330,000 wage and hour
21 class and PAGA action).

22 45. As of August 22, 2024, The JCL Law Firm, APC incurred a total lodestar of \$47,792.50
23 for 96 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's
24 lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the
25 conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as
26 Exhibit #4.

27 46. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
28 billed \$21,987.50 for 39.6 hours successfully litigating this action. A true and accurate copy of the

1 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently
2 herewith.

3 47. Collectively, PAGA Counsel spent a total of 135.6 hours successfully litigating this
4 matter for a total combined loadstar of \$69,780. Thus, the Attorneys' Fee request is equal to Class
5 Counsel's loadstar with a negative 0.87 multiplier.

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

7

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	96	\$47,792.50
ZLG	39.6	\$21,987.50
Total	135.6	\$69,780.00

11

12 49. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended
13 \$21,494 prosecuting this action (JCL Law Firm, APC - \$14,067; and Zakay Law Group, APLC -
14 \$7,426.93).

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

19 **VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE**

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

52. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 787 Aggrieved Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the Service Award in accordance with the Settlement Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this September 6, 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorney for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
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ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
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shani@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SOLANO

JACQUELINE NAYYAR, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

PIZZA INVESTMENT ENTREPRENEURS,
a Nevada Limited Liability Company; and
DOES 1-50, Inclusive,

Defendants.

Case No. FCS056804

[Action Filed: July 14, 2021]

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

1 This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered
2 into by and between Plaintiff Jacqueline Nayyar (hereinafter "Plaintiff"), in her representative
3 capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendant Pizza
4 Investment Entrepreneurs, LLC (hereinafter "Defendant"):

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the case of *Nayyar v Pizza Investments Entrepreneurs, LLC*, filed
7 on July 14, 2021, in Solano Superior Court, Case No. FCS056804.
- 8 B. "Aggrieved Employees" shall mean all of Defendant's current and former non-
9 exempt employees employed in California during the PAGA Period.
- 10 C. "Aggrieved Employee Payment" means the Aggrieved Employee's pro rata share of
11 25% of the PAGA Payment calculated according to the number of Pay Periods
12 worked during the PAGA Period.
- 13 D. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Settlement
14 of PAGA Action and Release of PAGA Claims.
- 15 E. "Claims Administrator" means Apex Class Action LLC, located at 18 Technology
16 Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Claims Administrator
17 establishes, designates, and maintains a QSF under Internal Revenue Code section
18 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
19 Settlement Amount is deposited for the purpose of resolving the claims in the Action
20 on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator
21 shall maintain the funds until distribution in an account(s) segregated from the assets
22 of Defendant and any person related to Defendant. ***All accrued interest shall be paid
23 and distributed to the Aggrieved Employees as part of their respective share of the
24 Aggrieved Employee Payment.***

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- 1 F. "Claims Administration Costs" means the amount to be paid for the costs of
2 administration of the Settlement from the Gross Settlement Amount in an amount not
3 to exceed \$8,000.00.
- 4 G. "Court" means the Superior Court for the State of California, County of Solano
5 presiding over the Action.
- 6 H. "Defendant" shall mean PIZZA INVESTMENT ENTREPRENEURS, LLC, a
7 Nevada limited liability company.
- 8 I. "Effective Date" means the date upon which both of the following have occurred: (i)
9 approval of the PAGA Settlement is granted by the Court, and (ii) the Court's
10 Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest
11 of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed
12 on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
13 petition for writ of certiorari to the United States Supreme Court or California
14 Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the
15 petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such
16 petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
17 noticing any appeal of the Judgment, i.e., sixty-five (65) calendar days.
- 18 J. "Employee Data" means information regarding the Aggrieved Employees that
19 Defendant will in good faith compile from its records and provide to the Claims
20 Administrator. It shall be formatted in the manner requested by the Claims
21 Administrator and shall include sufficient information to effectuate this settlement,
22 including but not limited to: each Aggrieved Employee's full name; last known
23 address; Social Security Number; and the number of Pay Periods worked during the
24 PAGA Period.
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- 1 K. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
2 Settlement Amount to the Claims Administrator in accord with the terms of this
3 Agreement. Defendant shall pay the Gross Settlement Amount to the Claims
4 Administrator within fifteen (15) days of the Effective Date.
- 5 L. "Gross Settlement Amount" means the One Hundred Eighty Three Thousand Five
6 Hundred Dollars and Zero Cents (\$183,500.00) payment of all claims, which
7 Defendant shall pay into the QSF in connection with this Settlement, inclusive of
8 Plaintiff's Service Award, Claims Administration Expenses, PAGA Counsel Award,
9 and PAGA Payment.
- 10 M. "LWDA" means the California Labor and Workforce Development Agency.
- 11 N. "LWDA Payment" means the 75% of the PAGA Payment paid to the LWDA under
12 Labor Code section 2699, subd. (i).
- 13 O. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
14 Employees by the Claims Administrator in the form set forth as Exhibit A to this
15 Agreement.
- 16 P. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
17 Labor Code § 2698, *et seq.*
- 18 Q. "PAGA Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
19 ("JCL") and Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG").
- 20 R. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of
21 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
22 services they have rendered to Plaintiff, the State of California, and the Aggrieved
23 Employees consisting of attorneys' fees not to exceed one-third of the Gross
24 Settlement Amount. To the extent that the Court approves less than the PAGA
25 Settlement Amount.
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Counsel Award that PAGA Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Gross Settlement Amount. PAGA Counsel's application for the PAGA 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. Defendant agrees not to oppose reasonable attorneys' expenses in an amount as documented in PAGA Counsel's billing statement to be paid from the Gross Settlement Amount. PAGA Counsel's award of attorneys' fees shall be divided by PAGA Counsel as follows: 50% to ZLG and 50% to JCL.

S. "PAGA Payment" means the Gross Settlement Amount minus Plaintiff's Service Award, Claims Administration Expenses, PAGA Counsel Award. The PAGA Payment will be allocated so that 75% of the payment will be paid to the Labor & Workforce Development Agency ("LWDA Payment") and 25% will be paid to Aggrieved Employees ("Aggrieved Employee Payment"). The allocation of payment of claims among the Aggrieved Employees shall be paid based on the number of pay periods worked during the PAGA Period. Aggrieved Employees will be issued Form 1099 for the Aggrieved Employee Payments.

T. "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.

U. "PAGA Period" means the period between May 3, 2020, through June 3, 2024.

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

W. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee

1 Payment, as defined herein, means any semimonthly pay period in which Aggrieved
2 Employees received wages during their employment with Defendant during the
3 PAGA Period.

4 X. "Plaintiff" or "PAGA Representative" shall mean Jacqueline Nayyar. .

5 Y. "Qualified Settlement Fund" or "QSF" means the Qualified Settlement Fund
6 established, designated, and maintained by the Claims Administrator to fund the
7 Gross Settlement Amount.

8 Z. "Released PAGA Claims" shall mean all PAGA claims that occurred within the
9 PAGA Period and that were alleged in the operative Complaint and Plaintiff's PAGA
10 notices to the LWDA, including Plaintiff's notice to the LWDA, regarding Defendant,
11 and expressly excluding all other claims, including claims for vested benefits,
12 wrongful termination, unemployment insurance, disability, social security, workers'
13 compensation, and PAGA claims outside of the PAGA Period.

14 AA. "Released Parties" shall mean Defendant, and its former and present parents,
15 subsidiaries, and affiliates, and their current and former officers, directors, partners,
16 shareholders, owners, members, managers, and agents, and the predecessors and
17 successors, assigns, and legal representatives of all such entities and individuals,
18 including Michael Sheehan and Dan Abfalter.

19 BB. "Service Award" means the payment to the Plaintiff for initiating the Action and
20 providing services in support of the Action, and in exchange for Plaintiff's broad
21 release of all claims.

22 CC. "Settlement" means the disposition of the Action pursuant to this Agreement.

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1 **II. RECITALS**

2 A. On May 3, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
3 Development Agency (LWDA) and served the same on Defendant.

4 B. On July 14, 2021, Plaintiffs Jacqueline Nayyar filed a representative action
5 complaint against Defendant alleging a single cause of action for violations of PAGA
6 at Labor Code Sections 2698, for the following:

7
8 1. Failure to pay all minimum wages in violation of Cal. Lab. Code 1194, 1197
9 & 1197.1;

10 2. Failure to pay overtime wages in violation of Cal. Lab. Code 510, *et seq*;

11 3. Failure to provide required meal periods in violation of Cal. Lab. Code 226.7
12 & 512 and the applicable IWC Wage Order;

13 4. Failure to provide required rest periods in violation of Cal. Lab. Code 226.7
14 & 512 and the applicable IWC Wage Order;

15 5. Failure to provide accurate itemized statements in violation of Cal. Lab. Code
16 226 and 226.2;

17 6. Failure to reimburse employees for required expenses in violation of Cal. Lab.
18 Code 2802

19 7. Failure to provide wages when due in violation of Cal. Lab. Code 201, 202,
20 and 203

21 8. Unlawful deductions;

22 C. On April 4, 2024, the Parties participated in an all-day mediation presided over by
23 Brandon McKelvey, Esq., a mediator of wage and hour representative actions, which
24 led to this Settlement.
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1 D. This Agreement replaces and supersedes any other agreements, understandings, or
2 representations between the Parties. This Agreement represents a compromise and
3 settlement of highly disputed claims. Nothing in this Agreement is intended or will
4 be construed as an admission by Defendant that the claims in the Action of Plaintiff
5 or the Aggrieved Employees have merit or that Defendant bears any liability to
6 Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an
7 admission by Plaintiff that Defendant's defenses in the Action have merit.
8

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

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration and Settlement Payments by Defendant.

- 12 1. Settlement Consideration. In full and complete settlement of the Action, and
13 in exchange for the releases set forth below, Defendant will pay the Gross
14 Settlement Amount of One Hundred Eighty-Three Thousand Five Hundred
15 Dollars and Zero Cents (\$183,500.00). The Parties agree that this is a non-
16 reversionary Settlement and that no portion of the Gross Settlement Amount
17 shall revert to Defendant. Except as provided for in Section III(A)(2),
18 Defendant shall not be required to pay more or less than the Gross Settlement
19 Amount.
20
21 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
22 Defendant estimated that there are approximately 787 Aggrieved Employees
23 who worked an aggregate total of 10,281 Pay Periods during the PAGA
24 Period. Should the qualifying pay periods increase beyond 10% worked by
25 the Aggrieved Employees during the PAGA Period (i.e., more than 1,028),
26 the Gross Settlement Amount will increase proportionally for the number of
27
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1 Pay Periods over 110% of 10,281. For example, if the total Pay Periods in the
2 PAGA Period are 115% of 10,281, the Gross Settlement Amount shall
3 increase by 5%. Defendant will provide the number of applicable Aggrieved
4 Employees and pay periods they worked during the applicable PAGA Period
5 one week prior to Plaintiff's deadline to file her motion for approval of the
6 settlement.
7

8 3. Settlement Payment Defendant will pay the Gross Settlement Amount to the
9 Claims Administrator within fifteen (15) days of the Effective Date.

10 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
11 this Agreement, Plaintiff, the LWDA, and the State of California release the Released
12 Parties from the Released PAGA Claims for the PAGA Period.
13

14 C. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
15 this Agreement, including Plaintiff's Service Award, Plaintiff waives, releases, acquits
16 and forever discharges the Released Parties from any and all claims, including but not
17 limited to: any and all wage-and-hour claims arising under the laws of the State of
18 California, including, without limitation, statutory, constitutional, contractual, and/or
19 common law claims for wages, damages, restitution, unreimbursed expenses, equitable
20 relief, penalties, liquidated damages, interest, and/or punitive damages (including,
21 without limitation, claims under any applicable Industrial Welfare Commission Wage
22 Order, the California Private Attorneys General Act, or any other provision of the
23 California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981;
24 the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act
25 of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee
26 Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
27 Adjustment and Retraining Notification Act, as amended; the California Unfair
28 Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair

1 Employment and Housing Act; any state, civil, or statutory laws, including any and all
2 human rights laws and laws against discrimination; any claims that could have been
3 alleged in the Lawsuit; and any other federal, state, or local statutes, codes, or
4 ordinances; any common law, contract law, or tort law cause of action; and any claims
5 for interest, attorneys' fees, and/or costs. This release does not extend to claims that
6 cannot be released as a matter of law, such as workers' compensation claims. Further,
7 in exchange for her PAGA Representative's Payment Plaintiff expressly waives the
8 protections of California Civil Code section 1542, and it is his intention in executing
9 this Agreement that the same shall be effective as a bar to each and every claim,
10 complaint, action, debts, promises, demand, cause of action, obligation, damage,
11 liability, charge, attorneys' fees and costs herein above released. Plaintiff also waives
12 and relinquishes any and all claims, rights or benefits, if any, arising under California
13 Civil Code § 1542, which provides as follows:

14
15 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
16 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
17 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
18 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
19 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
20 ***OR RELEASED PARTY.***

21
22 Thus, notwithstanding the provisions of section 1542, and to implement a full and
23 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges
24 this Settlement Agreement is intended to include in its effect, without limitation, all
25 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
26 signing this Settlement Agreement, and that this Settlement Agreement contemplates the
27 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
28

1 Settlement Agreement, including this waiver of California Civil Code section 1542, and
2 that Plaintiff has consulted with or had the opportunity to consult with counsel of
3 Plaintiff's choosing about this Settlement Agreement and specifically about the waiver
4 of section 1542, and that Plaintiff understands this Settlement Agreement and the section
5 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement
6 Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
7 different from or in addition to those Plaintiff now knows or believes to be true regarding
8 the matters released or described in this Settlement Agreement, and even so Plaintiff
9 agrees that the releases and agreements contained in this Settlement Agreement shall
10 remain effective in all respects notwithstanding any later discovery of any different or
11 additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection
12 with the true facts involved in the matters, disputes, or controversies released or
13 described in this Settlement Agreement or with regard to any facts now unknown to
14 Plaintiff relating thereto.

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

21
22 E. Nullification of Settlement Agreement. If the Court does not approve this Settlement
23 Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents
24 or prohibits Defendant from obtaining a complete resolution of the Released PAGA
25 Claims, or if Defendant fails to fully fund Gross Settlement Amount:

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

3 2. None of the Parties to this Settlement will be deemed to have waived any
4 claims, objections, defenses, or arguments in the Action.
5

6 F. Tax Liability. The Parties make no representations as to the tax treatment or legal
7 effect of the payments called for in this Agreement. The Aggrieved Employees are not
8 relying on any statement or representation by the Parties in this regard. Aggrieved
9 Employees understand and agree that they will be responsible for the payment of any
10 taxes and penalties assessed on their respective share of the Aggrieved Employee
11 Payments and will be solely responsible for any penalties or other obligations resulting
12 from their personal tax reporting of the Aggrieved Employees Payments.
13

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

H. Claims Administrator. The Claims Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to PAGA Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities.

I. Employee Data. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Claims Administrator with the Employee Data.

J. Funding and Allocation of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the Claims Administrator on or before the Funding Date.

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

PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated 100% as penalties and interest. The individual Aggrieved Employee Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
3. No Credit Toward Benefit Plans. The individual Aggrieved Employee Payments made to the Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.
4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the Aggrieved Employees' last known mailing address by regular First-Class U.S. Mail no later than five (5) calendar days after the Funding Date. Upon receipt of the Employee Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved

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

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

6. Check Expiration Deadline. All checks mailed to the PAGA Settlement Members and Aggrieved Employees that are not cashed within one hundred

eighty (180) days of the date payment is mailed shall be transmitted to the Community Law Project, a non-profit organization, in accordance with California Code of Civil Procedure section 386, in the name of the Aggrieved Employee who did not claim the funds.

7. LWDA Payment. The Claims Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment, if by check, certified mail return receipt requested to PAGA Counsel, within fifteen (15) calendar days of the Gross Settlement Amount being funded in full.

8. Service Award. Plaintiff will apply to the Court for an award of up to \$10,000.00, as the Service Award. Defendant will not oppose a Service Award of up to \$10,000.00 to Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Plaintiff shall be part of the PAGA Settlement Amount and shall be distributed to the Aggrieved Employees as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award,

1 Plaintiff shall not have the right to revoke the Settlement, and it will remain
2 binding.

3 9. PAGA Counsel Award. Defendant understands and does not oppose a request
4 by PAGA Counsel for attorneys' fees not to exceed one-third of the Gross
5 Settlement Amount (currently estimated to be \$61,166.67) plus costs and
6 expenses supported by declaration not to exceed Twenty-Five Thousand
7 Dollars (\$25,000.00), from the Gross Settlement Amount will be made. Any
8 portion of the requested PAGA Counsel Award that is not awarded to PAGA
9 Counsel shall be part of the PAGA Payment and shall be distributed to the
10 LWDA and the Aggrieved Employees as provided in this Agreement. The
11 Claims Administrator shall distribute and pay the PAGA Counsel Award to
12 PAGA Counsel from the Gross Settlement Amount no later than fifteen (15)
13 calendar days after the Gross Settlement Amount being funded in full. PAGA
14 Counsel shall be solely and legally responsible to pay all applicable taxes on
15 the payment made pursuant to this paragraph. The Claims Administrator shall
16 issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made
17 pursuant to this paragraph. In the event that the Court reduces or does not
18 approve the requested PAGA Counsel Award, Plaintiff and PAGA Counsel
19 shall not have the right to revoke the Settlement, or to appeal such order, and
20 the Settlement will remain binding.

21 10. Claims Administration Costs. The Claims Administration Costs shall be paid
22 from the Gross Settlement Amount to the Claims Administrator for the costs
23 of administration of the Settlement. The estimate of the Claims Administration
24 Costs is \$8,000.00. The Claims Administrator shall be paid the Claims
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Administration Costs no later than fifteen (15) calendar days after the Gross Settlement Amount has been funded in full.

- K. Approval Motion. PAGA Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within sixty (60) days following the execution of this Agreement. Defense Counsel shall provide a declaration to PAGA Counsel at least one (1) week prior to the filing of the Motion for Settlement Approval attesting to its financial hardship that shall be filed with the Court.
- L. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).
- N. Review of Motion for Settlement Approval. PAGA Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement five (5) business days before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.
- O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.
- P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement.

- 1 Q. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 3 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
4 Agreement among these Parties, and no oral or written representations, warranties or
5 inducements have been made to any Party concerning this Agreement or its Exhibit
6 other than the representations, warranties and covenants contained and memorialized
7 in this Agreement and its Exhibit.
- 8 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate
10 this Agreement and to take all appropriate Action required or permitted to be taken by
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
12 documents required to effectuate the terms of this Agreement. The person signing this
13 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
14 sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that she
15 is authorized to sign this Agreement and that she has not assigned any claim, or part
16 of a claim, covered by this Settlement to a third-party.
- 17 T. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have
19 any communication with the press about the fact, amount, or terms of the Settlement
20 Agreement. PAGA Counsel further agrees not to use the Settlement Agreement or any
21 of its terms for any marketing or promotional purposes. Nothing herein will restrict
22 PAGA Counsel from including publicly available information regarding this
23 settlement in future judicial submissions regarding PAGA Counsel's qualifications and
24 experience. Further, PAGA Counsel will not include, reference, or use the Settlement
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1 Agreement for any marketing or promotional purposes, either before or after the
2 Motion for Settlement Approval is filed.

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

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

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

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

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

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

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

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

DATED: 6/16/2024

Jacqueline Nayyar
JACQUELINE NAYYAR

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

DATED: _____

PIZZA INVESTMENT ENTREPRENEURS, LLC.

Name

Title

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

DATED: _____ JACQUELINE NAYYAR

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

DATED: 06/13/24 *Michael Sheehan*
PIZZA INVESTMENT ENTREPRENEURS, LLC.
Michael Sheehan
Name
Managing Member
Title

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 6/25/2024

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade, Esq.
Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: 6/25/2024

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay, Esq.
Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: June 25, 2024

CASTLE LAW, P.C.

By: 

Tim Del Castillo, Esq.
Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by former California employees against Pizza Investment Entrepreneurs, LLC (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Jacqueline Nayyar (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf of all of Defendant’s current and former non-exempt employees employed in California (“Aggrieved Employees”) at any time between May 3, 2020, to June 3, 2024 (“PAGA Period”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a pro rata share of the settlement based on the number of pay periods you worked during the PAGA Period. This settlement check shall remain valid until [insert date].

This check was issued pursuant to the terms of the PAGA settlement in Solano Superior Court Case No. FCS0556804. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant. You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties against Defendant during the PAGA Period. As such, you may not opt out of the settlement.

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

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2



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

May 3, 2021

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

PIZZA INVESTMENT ENTREPRENEURS, L.L.C. c/o DAN ABFALTER 5041 THALIA DR EL DORADO HILLS, CA 95762 <i>Via Certified Mail with Return Receipt</i> <i>No. 7021 0350 0001 8165 1804</i>	
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Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 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, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This office represents JACQUELINE NAYYAR (“Plaintiff”) and other aggrieved employees in a proposed class and representative action against PIZZA INVESTMENT ENTREPRENEURS, L.L.C. (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendant in California from December of 2017 to July of 2020. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

As a consequence, Plaintiff contends that Defendant failed to fully compensate her, 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 Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 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, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

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

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

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

Very truly yours,
JCL LAW FIRM, APC

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

Jean-Claude Lapuyade, Esq.

Enclosure (1)

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619)255-9047
Facsimile: (858) 404-9203

JCL LAW FIRM, APC
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San Diego, CA 92110
Telephone: (619)599-8292
Facsimile: (619) 599-8291

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SOLANO**

JACQUELINE NAYYAR, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

PIZZA INVESTMENT
ENTREPRENEURS, L.L.C., a Nevada
limited liability company; and DOES 1-50,
Inclusive,

DEFENDANTS.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §§226 and 226.2;
- 7) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 8) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 9) UNLAWFUL DEDUCTIONS;
- 10) VIOLATION OF CALIFORNIA LABOR CODE § 1198 and CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 1 1070(14) (FAILURE TO PROVIDE SEATING)

DEMAND FOR A JURY TRIAL

1 Plaintiff Jaqueline Nayyar an individual, (“PLAINTIFF”), on behalf of herself and all other
2 similarly situated current and former employees, allege on information and belief, except for their
3 own acts and knowledge which are based on personal knowledge, the following:

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant PIZZA INVESTMENT ENTREPRENEURS, L.L.C.
6 (“DEFENDANT” and/or “DEFENDANTS”) is a Limited Liability Company and at all relevant
7 times mentioned herein conducted and continues to conduct substantial and regular business
8 throughout California.

9 2. DEFENDANT operates Picology Pizzeria locations, including locations
10 throughout the State of California, including the Solano County, California location where
11 PLAINTIFF worked.

12 3. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
13 employee entitled to minimum wages, overtime pay and meal and rest periods from December
14 2017 to July 2020.

15 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
16 defined as all individuals who are or previously were employed by DEFENDANT in California
17 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
18 period beginning four (4) years prior to the filing of the Complaint and ending on the date as
19 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
20 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
21 (\$5,000,000.00).

22 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
23 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
24 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’S uniform policy and practice
25 which failed to lawfully compensate these employees for all their time worked. DEFENDANT’S
26 uniform policy and practice alleged herein is an unlawful, unfair and deceptive business practice
27 whereby DEFENDANT retained and continues to retain wages due to PLAINTIFF and the other
28 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future,

relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT past and current unlawful conduct, and all other appropriate legal and equitable relief.

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

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

THE CONDUCT

8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the 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, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT'S control. Specifically, PLAINTIFF performed work before and after the beginning of her shift, spending time under the DEFENDANTS' control for which she was not compensated. As a result, the PLAINTIFF and other CALIFORNIA CLASS

1 Members forfeited minimum wage and overtime compensation by regularly working without their
2 time being accurately recorded and without compensation at the applicable minimum wage and
3 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
4 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
5 records.

6 9. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA
7 CLASS Members were also from time to time unable to take off duty meal breaks and were not
8 fully relieved of duty for meal periods. Specifically, PLAINTIFF and CALIFORNIA CLASS
9 Members were from time to time interrupted during their off-duty meal breaks to complete tasks
10 for DEFENDANTS. PLAINTIFF and other CALIFORNIA CLASS Members were required to
11 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
12 receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF and
13 CALIFORNIA CLASS Members with a second off-duty meal period each workday in which
14 these employees were required by DEFENDANTS to work ten (10) hours of work.
15 DEFENDANTS' policy caused PLAINTIFF and other CALIFORNIA CLASS Members to
16 remain on-call and on-duty during what was supposed to be their off-duty meal periods.
17 PLAINTIFF and the other CALIFORNIA CLASS Members therefore forfeited meal breaks
18 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
19 and practice.

20 10. During the CALIFORNIA CLASS PERIOD, from time to time, PLAINTIFF and
21 other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours
22 without being provided ten (10) minute rest periods. Further, these employees were denied their
23 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
24 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
25 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
26 some shifts worked of ten (10) hours or more. When they did have an opportunity to take their
27 rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were often interrupted and
28 required by DEFENDANTS to work during their rest breaks. When they did have an opportunity

1 to take their rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were required to
2 remain on the premises, on-duty and on-call, and subject to DEFENDANTS' control in
3 accordance with DEFENDANTS' policy. PLAINTIFF and other CALIFORNIA CLASS
4 Members were also not provided with one hour wages in lieu thereof. DEFENDANTS' policy
5 caused PLAINTIFF and other CALIFORNIA CLASS Members to remain on the premises, on-
6 call and on-duty during what was supposed to be their off-duty rest periods. As a result of their
7 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were
8 periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

9 11. Under California law, every employer shall pay to each employee, on the
10 established payday for the period involved, not less than the applicable minimum wage for all
11 hours worked in the payroll period, whether the remuneration is measured by time, piece,
12 commission, or otherwise. Hours worked is defined in the applicable Wage Order as "the time
13 during which an employee is subject to the control of an employer and includes all the time the
14 employee is suffered or permitted to work, whether or not required to do so." PLAINTIFF and
15 other CALIFORNIA CLASS Members were from time to time required to perform work for
16 DEFENDANTS before and after their scheduled shifts, as well as during their off-duty meal
17 breaks. DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS
18 Members for any of the time spent under DEFENDANTS' control while working off-the-clock.
19 As such, DEFENDANTS failed to pay PLAINTIFF and other CALIFORNIA CLASS Members
20 the applicable minimum wage for all hours worked in a payroll period.

21 12. In violation of the applicable sections of the California Labor Code and the
22 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
23 matter of company policy, practice and procedure, intentionally and knowingly failed to
24 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for all time
25 worked. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid
26 the payment of the correct compensation as required by California law which allowed
27 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied
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1 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS
2 against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

3 13. From time to time, when PLAINTIFF and other CALIFORNIA CLASS Members
4 worked during what was supposed to be their meal breaks or otherwise off the clock,
5 DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA
6 CLASS with complete and accurate wage statements which failed to show, among other things,
7 the correct time worked, including, work performed in excess of eight (8) hours in a workday
8 and/or forty (40) hours in any workweek, and the gross wages paid for those periods during the
9 pay period, and the correct penalty payments or missed meal and rest periods in violation of
10 California Labor Code Sections 226 and 226.2.

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

19 15. Aside from the violations listed herein, DEFENDANTS failed to issue to
20 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
21 Code 226 *et seq.* From time to time DEFENDANTS violated California Labor Code Section
22 226(a)(2) by failing to provide an accurate amount of total hours worked by PLAINTIFF and
23 other members of the CALIFORNIA CLASS. Specifically, DEFENDANTS included items,
24 including but not limited to "Sick" to the total hours worked. However, the foregoing item is not
25 considered total hours worked for purposes of California Labor Code Section 226(a)(2). Further,
26 DEFENDANTS from time to time failed to issue an itemized wage statement to PLAINTIFF and
27 other members of the CALIFORNIA CLASS that included the total hours worked and/or the
28 applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by PLAINTIFF and other members of the CALIFORNIA CLASS. As
2 a result, from time to time DEFENDANTS provided PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

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

15 17. In the course of their employment, PLAINTIFF and other CALIFORNIA CLASS
16 Members as a business expense, were required by DEFENDANTS to use their own personal
17 cellular phones as a result of and in furtherance of their job duties as employees for
18 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost
19 associated with the use of their personal cellular phones for DEFENDANTS' benefit. Specifically,
20 PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to
21 use their personal cell phones for work related issues. As a result, in the course of their
22 employment with DEFENDANTS the PLAINTIFFS and other members of the CALIFORNIA
23 CLASS incurred unreimbursed business expenses which included, but were not limited to, costs
24 related to the use of their personal cellular phones all on behalf of and for the benefit of
25 DEFENDANTS.

26 18. Further, DEFENDANT unlawfully deducted wages from PLAINTIFF and
27 CALIFORNIA CLASS Members' pay for 401(k) retirement plans without authorization to do so
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1 or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result, DEFENDANT
2 violated Labor Code § 221.

3 19. PLAINTIFF further alleges that the station counters in DEFENDANT's stores
4 provide ample space behind each counter area to allow for the presence and use of a stool or seat
5 by DEFENDANT's employees' during the performance of their work duties. DEFENDANT's
6 employees' working at DEFENDANT's stores spend a very substantial portion, and, in many
7 workdays, the vast majority of their working time behind these counters. The nature of the position
8 can reasonably be accomplished while using a seat/stool.

9 20. In violation of the applicable sections of the California Labor Code and the
10 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
11 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly
12 and systematically failed to provide PLAINTIFF and the other Aggrieved Employees suitable
13 seating when the nature of these employees' work reasonably permitted sitting.

14 21. DEFENDANT knew or should have known that PLAINTIFF and other Aggrieved
15 Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere
16 with the performance of their duties, and that DEFENDANT did not provide suitable seating
17 and/or did not allow them to sit when it did not interfere with the performance of their duties. By
18 reason of this conduct applicable to PLAINTIFF and all Aggrieved Employees, DEFENDANT
19 violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to
20 provide suitable seats.

21 22. By reason of this uniform conduct applicable to PLAINTIFF and all
22 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in
23 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
24 "UCL"), by engaging in a company-wide policy and procedure which failed to accurately
25 calculate and record all missed meal and rest periods by PLAINTIFF and other CALIFORNIA
26 CLASS Members. The proper recording of these employees' missed meal and rest breaks, and
27 proper payment of minimum wages and overtime, is the DEFENDANTS' burden. As a result of
28 DEFENDANTS' intentional disregard of the obligation to meet this burden, DEFENDANTS

1 failed to properly pay all required compensation for work performed by the members of the
2 CALIFORNIA CLASS and violated the California Labor Code and regulations promulgated
3 thereunder as herein alleged.

4 23. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
5 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
6 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
7 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
8 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
9 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
10 with a rest break, they required PLAINTIFF to remain on the premises, on-duty and on-call, for
11 the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during
12 what was supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest
13 breaks without additional compensation and in accordance with DEFENDANTS' strict corporate
14 policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a paystub that
15 failed to accurately display PLAINTIFF's correct time worked and wages, as well as payments
16 for missed meal and rest periods for certain pay periods in violation of Cal. Lab. Code § 226(a).
17 To date, DEFENDANTS have not fully paid PLAINTIFF the overtime compensation still owed
18 to her or any penalty wages owed to her under Cal. Lab. Code § 203. The amount in controversy
19 for PLAINTIFF individually does not exceed the sum or value of \$75,000.

20 **JURISDICTION AND VENUE**

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

25 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times
27 maintained offices and facilities in this County and/or conduct substantial business in this County,
28

1 and (ii) committed the wrongful conduct herein alleged in this County against members of the
2 CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

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6 **THE CALIFORNIA CLASS**

7 26. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
8 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
9 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
10 individuals who are or previously were employed by DEFENDANT in California and classified
11 as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning
12 four (4) years prior to the filing of the original complaint and ending on the date as determined by
13 the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate
14 claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

15 27. To the extent equitable tolling operates to toll claims by the CALIFORNIA
16 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
17 accordingly.

18 28. DEFENDANTS, as a matter of company policy, practice and procedure, and in
19 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
20 requirements, and the applicable provisions of California law, intentionally, knowingly, and
21 willfully, engaged in a practice whereby DEFENDANTS systematically failed to record all meal
22 and rest breaks missed by PLAINTIFF and the other members of the CALIFORNIA CLASS,
23 even though DEFENDANTS enjoyed the benefit of this work, required employees to perform
24 this work and permitted or suffered to permit this work.

25 29. DEFENDANTS have the legal burden to establish that each and every
26 CALIFORNIA CLASS Member was paid accurately and was provided all meal and rest breaks
27 missed as required by California laws. DEFENDANTS, however, as a matter of uniform and
28 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS

1 PERIOD and still fails to have in place a policy or practice to ensure that each and every
2 CALIFORNIA CLASS Member is paid as required by law, so as to satisfy its burden. This
3 common business practice applicable to each and every CALIFORNIA CLASS Member can be
4 adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business &
5 Professions Code §§ 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not
6 elements of this claim.

7 30. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA
8 CLASS Members is impracticable.

9 31. DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS under
10 California law by:

- 11 a. Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§
12 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place company
13 policies, practices and procedures that failed to pay all wages due the
14 CALIFORNIA CLASS for all time worked;
- 15 b. Committing an act of unfair competition in violation of the California Unfair
16 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to provide
17 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS
18 members;
- 19 c. Committing an act of unfair competition in violation of the California Unfair
20 Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab.
21 Code § 2802 by failing to reimburse PLAINTIFFS and the CALIFORNIA CLASS
22 members with necessary expenses incurred in the discharge of their job duties; and
- 23 d. Committing an act of unfair competition in violation of, Cal. Bus. & Prof. Code
24 §§ 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place
25 company policies, practices and procedures that uniformly and systematically
26 failed to record and pay PLAINTIFF and other members of the CALIFORNIA
27 CLASS for all time worked, including minimum wages owed and overtime wages
28 owed for work performed by these employees.

1 32. The Class Action meets the statutory prerequisites for the maintenance of a Class
2 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 3 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the
4 joinder of all such persons is impracticable and the disposition of their claims as a
5 class will benefit the parties and the Court;
- 6 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
7 raised in this Complaint are common to the CALIFORNIA CLASS will apply
8 uniformly to every member of the CALIFORNIA CLASS;
- 9 c. The claims of the representative PLAINTIFF are typical of the claims of each
10 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of
11 the CALIFORNIA CLASS, were classified as a non- exempt employee paid on an
12 hourly basis who was subjected to the DEFENDANTS' deceptive practice and
13 policy which failed to provide the legally required meal and rest periods to the
14 CALIFORNIA CLASS and thereby systematically underpaid compensation to
15 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury
16 as a result of DEFENDANTS' employment practices. PLAINTIFF, like all the
17 other members of the CALIFORNIA CLASS, were subjected to the uniform
18 employment practices of DEFENDANTS and was a non-exempt employee paid
19 on an hourly basis and paid additional non-discretionary incentive wages who was
20 subjected to the DEFENDANTS' practice and policy which failed to pay the
21 correct rate of overtime wages due to the CALIFORNIA CLASS for all overtime
22 worked by the CALIFORNIA CLASS and thereby systematically under pays
23 overtime compensation to the CALIFORNIA CLASS. PLAINTIFF and the
24 members of the CALIFORNIA CLASS were and are similarly or identically
25 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
26 misconduct engaged in by DEFENDANTS; and
- 27 d. The representative PLAINTIFF will fairly and adequately represent and protect
28 the interest of the CALIFORNIA CLASS, and has retained counsel who are

competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

33. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or;
 - ii. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due for all time worked by the members of the CALIFORNIA CLASS as required by law;
 - i. With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seek declaratory relief holding that the DEFENDANTS' policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable

1 relief as may be necessary to prevent and remedy the conduct declared to
2 constitute unfair competition;

3 c. Common questions of law and fact exist as to the members of the CALIFORNIA
4 CLASS, with respect to the practices and violations of California law as listed
5 above, and predominate over any question affecting only individual
6 CALIFORNIA CLASS Members, and a Class Action is superior to other available
7 methods for the fair and efficient adjudication of the controversy, including
8 consideration of:

9 i. The interests of the members of the CALIFORNIA CLASS in individually
10 controlling the prosecution or defense of separate actions in that the
11 substantial expense of individual actions will be avoided to recover the
12 relatively small amount of economic losses sustained by the individual
13 CALIFORNIA CLASS Members when compared to the substantial
14 expense and burden of individual prosecution of this litigation;

15 ii. Class certification will obviate the need for unduly duplicative litigation
16 that would create the risk of:

17 1. Inconsistent or varying adjudications with respect to individual
18 members of the CALIFORNIA CLASS, which would establish
19 incompatible standards of conduct for the DEFENDANTS; and/or;

20 2. Adjudications with respect to individual members of the
21 CALIFORNIA CLASS would as a practical matter be dispositive
22 of the interests of the other members not parties to the adjudication
23 or substantially impair or impede their ability to protect their
24 interests;

25 iii. In the context of wage litigation, because a substantial number of
26 individual CALIFORNIA CLASS Members will avoid asserting their legal
27 rights out of fear of retaliation by DEFENDANTS, which may adversely
28 affect an individual's job with DEFENDANTS or with a subsequent

1 employer, the Class Action is the only means to assert their claims through
2 a representative; and

3 iv. A class action is superior to other available methods for the fair and
4 efficient adjudication of this litigation because class treatment will obviate
5 the need for unduly and unnecessary duplicative litigation that is likely to
6 result in the absence of certification of this action pursuant to Cal. Code of
7 Civ. Proc. § 382.

8 34. The Court should permit this action to be maintained as a Class Action pursuant
9 to Cal. Code of Civ. Proc. § 382 because:

- 10 a. The questions of law and fact common to the CALIFORNIA CLASS predominate
11 over any question affecting only individual CALIFORNIA CLASS Members
12 because the DEFENDANTS' employment practices are uniform and
13 systematically applied with respect to the CALIFORNIA CLASS.
- 14 b. A Class Action is superior to any other available method for the fair and efficient
15 adjudication of the claims of the members of the CALIFORNIA CLASS because
16 in the context of employment litigation a substantial number of individual
17 CALIFORNIA CLASS Members will avoid asserting their rights individually out
18 of fear of retaliation or adverse impact on their employment;
- 19 c. The members of the CALIFORNIA CLASS are so numerous that it is impractical
20 to bring all members of the CALIFORNIA CLASS before the Court;
- 21 d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to
22 obtain effective and economic legal redress unless the action is maintained as a
23 Class Action;
- 24 e. There is a community of interest in obtaining appropriate legal and equitable relief
25 for the acts of unfair competition, statutory violations and other improprieties, and
26 in obtaining adequate compensation for the damages and injuries which
27 DEFENDANTS' actions have inflicted upon the CALIFORNIA CLASS;
28

- 1 f. There is a community of interest in ensuring that the combined assets of
2 DEFENDANTS are sufficient to adequately compensate the members of the
3 CALIFORNIA CLASS for the injuries sustained;
- 4 g. DEFENDANTS have acted or refused to act on grounds generally applicable to
5 the CALIFORNIA CLASS, thereby making final class-wide relief appropriate
6 with respect to the CALIFORNIA CLASS as a whole;
- 7 h. The members of the CALIFORNIA CLASS are readily ascertainable from the
8 business records of DEFENDANTS; and
- 9 i. Class treatment provides manageable judicial treatment calculated to bring an
10 efficient and rapid conclusion to all litigation of all wage and hour related claims
11 arising out of the conduct of DEFENDANTS as to the members of the
12 CALIFORNIA CLASS.

13 35. DEFENDANTS maintain records from which the Court can ascertain and identify
14 by job title each of DEFENDANTS' employees who as have been systematically, intentionally
15 and uniformly subjected to DEFENDANTS' company policy, practices and procedures as herein
16 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles
17 of similarly situated employees when they have been identified.

18 **THE CALIFORNIA LABOR SUB-CLASS**

19 36. PLAINTIFF further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,
20 Ninth, and Tenth causes of Action on behalf of a California sub-class, defined as all members of
21 the CALIFORNIA CLASS classified as non-exempt employees (the "CALIFORNIA LABOR
22 SUB-CLASS") at any time during the period three (3) years prior to the filing of the original
23 complaint and ending on the date as determined by the Court (the "CALIFORNIA LABOR SUB-
24 CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the
25 aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
26 (\$5,000,000.00).

27 37. DEFENDANTS, as a matter of company policy, practice and procedure, and in
28 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order

1 requirements, and the applicable provisions of California law, intentionally, knowingly, and
2 willfully, engaged in a practice whereby DEFENDANTS failed to correctly pay for the time
3 worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and
4 other wages and premiums owed to these employees, even though DEFENDANTS enjoyed the
5 benefit of this work, required employees to perform this work and permitted or suffered to permit
6 this overtime work. DEFENDANTS have uniformly denied these CALIFORNIA LABOR SUB-
7 CLASS Members wages to which these employees are entitled in order to unfairly cheat the
8 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the
9 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-
10 CLASS PERIOD should be adjusted accordingly.

11 38. DEFENDANTS maintain records from which the Court can ascertain and identify
12 by name and job title, each of DEFENDANTS' employees who have been systematically,
13 intentionally and uniformly subjected to DEFENDANT'S company policy, practices and
14 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include any
15 additional job titles of similarly situated employees when they have been identified.

16 39. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
17 CALIFORNIA LABOR SUB-CLASS Members is impracticable

18 40. Common questions of law and fact exist as to members of the CALIFORNIA
19 LABOR SUB-CLASS, including, but not limited, to the following:

- 20 a. Whether DEFENDANTS unlawfully failed to correctly calculate and pay
21 compensation due to members of the CALIFORNIA LABOR SUB- CLASS for
22 missed meal and rest breaks in violation of the California Labor Code and
23 California regulations and the applicable California Wage Order;
- 24 b. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of
25 the CALIFORNIA LABOR SUB-CLASS with legally required uninterrupted
26 thirty (30) minute meal breaks and rest periods;

- 1 c. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of
2 the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage
3 statements;
- 4 d. Whether DEFENDANTS unlawfully failed to pay overtime compensation to
5 members of the CALIFORNIA LABOR SUB-CLASS in violation of the
6 California Labor Code and California regulations and the applicable California
7 Wage Order;
- 8 e. Whether the members of the CALIFORNIA LABOR SUB-CLASS are entitled to
9 compensation for time worked, including overtime worked, under the overtime
10 pay requirements of California law;
- 11 f. Whether DEFENDANTS have engaged in unfair competition by the above-listed
12 conduct;
- 13 g. The proper measure of damages and penalties owed to the members of the
14 CALIFORNIA LABOR SUB-CLASS; and
- 15 h. Whether DEFENDANTS' conduct was willful.
- 16 41. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS
17 under California law by:
- 18 a. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay PLAINTIFF
19 and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for
20 overtime worked, for which DEFENDANTS are liable pursuant to Cal. Lab. Code
21 § 1194;
- 22 b. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately
23 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS
24 the correct minimum wage pay for which DEFENDANTS are liable pursuant to
25 Cal. Lab. Code §§ 1194 and 1197;
- 26 c. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and
27 the other members of the CALIFORNIA CLASS with all legally required off-duty,
28 uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;

- d. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing all accurate rates in effect during the pay period and the corresponding amount of time worked at each overtime rate by the employee;
- e. Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties;
- f. Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment.

42. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;
- c. The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABORSUB-CLASS, was a non-exempt employee paid on an hourly basis and paid additional non-discretionary incentive wages who was subjected to the DEFENDANTS' practice and policy which failed

1 to pay the correct rate of overtime wages and total amount of wages due to the
2 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as
3 a result of DEFENDANTS' employment practices. PLAINTIFF and the members
4 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically
5 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
6 misconduct engaged in by DEFENDANTS; and

- 7 d. The representative PLAINTIFF will fairly and adequately represent and protect
8 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel
9 who are competent and experienced in Class Action litigation. There are no
10 material conflicts between the claims of the representative PLAINTIFF and the
11 members of the CALIFORNIA LABOR SUB-CLASS that would make class
12 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
13 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS
14 Members.

15 43. In addition to meeting the statutory prerequisites to a Class Action, this action is
16 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 17 a. Without class certification and determination of declaratory, injunctive, statutory
18 and other legal questions within the class format, prosecution of separate actions
19 by individual members of the CALIFORNIA LABOR SUB-CLASS will create
20 the risk of:
- 21 i. Inconsistent or varying adjudications with respect to individual members
22 of the CALIFORNIA LABOR SUB-CLASS which would establish
23 incompatible standards of conduct for the parties opposing the
24 CALIFORNIA LABOR SUB-CLASS; or
- 25 ii. Adjudication with respect to individual members of the CALIFORNIA
26 LABOR SUB-CLASS which would as a practical matter be dispositive of
27 interests of the other members not party to the adjudication or substantially
28 impair or impede their ability to protect their interests.

- 1 b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
2 refused to act on grounds generally applicable to the CALIFORNIA LABOR
3 SUB-CLASS, making appropriate class-wide relief with respect to the
4 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly
5 failed to pay all wages due for all time worked by the members of the
6 CALIFORNIA LABOR SUB-CLASS as required by law;
- 7 c. Common questions of law and fact predominate as to the members of the
8 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations
9 of California Law as listed above, and predominate over any question affecting
10 only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class
11 Action is superior to other available methods for the fair and efficient adjudication
12 of the controversy, including consideration of:
- 13 i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS
14 in individually controlling the prosecution or defense of separate actions in
15 that the substantial expense of individual actions will be avoided to recover
16 the relatively small amount of economic losses sustained by the individual
17 CALIFORNIA LABOR SUB-CLASS Members when compared to the
18 substantial expense and burden of individual prosecution of this litigation;
- 19 ii. Class certification will obviate the need for unduly duplicative litigation
20 that would create the risk of:
- 21 1. Inconsistent or varying adjudications with respect to individual
22 members of the CALIFORNIA LABOR SUB-CLASS, which
23 would establish incompatible standards of conduct for the
24 DEFENDANTS; and/or,
- 25 2. Adjudications with respect to individual members of the
26 CALIFORNIA LABOR SUB-CLASS would as a practical matter
27 be dispositive of the interests of the other members not parties to
28

1 the adjudication or substantially impair or impede their ability to
2 protect their interests;

3 iii. In the context of wage litigation because a substantial number of individual
4 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their
5 legal rights out of fear of retaliation by DEFENDANTS, which may
6 adversely affect an individual's job with DEFENDANTS or with a
7 subsequent employer, the Class Action is the only means to assert their
8 claims through a representative; and,

9 iv. A class action is superior to other available methods for the fair and
10 efficient adjudication of this litigation because class treatment will obviate
11 the need for unduly and unnecessary duplicative litigation that is likely to
12 result in the absence of certification of this action pursuant to Cal. Code of
13 Civ. Proc. § 382.

14 44. This Court should permit this action to be maintained as a Class Action pursuant
15 to Cal. Code of Civ. Proc. § 382 because:

- 16 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-
17 CLASS predominate over any question affecting only individual CALIFORNIA
18 LABOR SUB-CLASS Members;
- 19 b. A Class Action is superior to any other available method for the fair and efficient
20 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-
21 CLASS because in the context of employment litigation a substantial number of
22 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
23 their rights individually out of fear of retaliation or adverse impact on their
24 employment;
- 25 c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that
26 it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS
27 before the Court;
- 28

- 1 d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will
2 not be able to obtain effective and economic legal redress unless the action is
3 maintained as a Class Action;
- 4 e. There is a community of interest in obtaining appropriate legal and equitable relief
5 for the acts of unfair competition, statutory violations and other improprieties, and
6 in obtaining adequate compensation for the damages and injuries which
7 DEFENDANTS' actions have inflicted upon the CALIFORNIA LABOR SUB-
8 CLASS;
- 9 f. There is a community of interest in ensuring that the combined assets of
10 DEFENDANTS are sufficient to adequately compensate the members of the
11 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 g. DEFENDANTS have acted or refused to act on grounds generally applicable to
13 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief
14 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 15 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily
16 ascertainable from the business records of DEFENDANTS. The CALIFORNIA
17 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members classified
18 as non-exempt employees during the CALIFORNIA LABOR SUB-CLASS
19 PERIOD; and
- 20 i. Class treatment provides manageable judicial treatment calculated to bring an
21 efficient and rapid conclusion to all litigation of all wage and hour related claims
22 arising out of the conduct of DEFENDANTS as to the members of the
23 CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL BUSINESS PRACTICES**

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

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

5 45. 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 46. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
9 Code § 17021.

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

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

21 48. By the conduct alleged herein, DEFENDANTS have engaged and continues to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 206.5, 221, 223, 226, 226.7, 510, 512, 558, 1194, 1197,
25 1197.1, 1198, and 2802 for which this Court should issue declaratory and other equitable relief
26 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
27 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

28 49. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and
unfair in that these practices violated public policy, were immoral, unethical, oppressive
unscrupulous or substantially injurious to employees, and were without valid justification or
utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203

1 of the California Business & Professions Code, including restitution of wages wrongfully
2 withheld.

3 50. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and
5 other members of the CALIFORNIA CLASS, wages due, failed to accurately to record the time
6 worked, and failed to reimburse for expenses due to a systematic practice that cannot be justified,
7 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in
8 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive
9 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
10 wrongfully withheld.

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

15 52. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
16 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
17 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

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

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

26 55. By and through the unlawful and unfair business practices described herein,
27 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
28 other members of the CALIFORNIA CLASS, including earned wages, and has deprived them of

1 valuable rights and benefits guaranteed by law and contract, all to the detriment of these
2 employees and to the benefit of DEFENDANTS so as to allow DEFENDANT to unfairly compete
3 against competitors who comply with the law.

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

9 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
10 and do, seek such relief as may be necessary to restore to them the money and property which
11 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
12 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
13 business practices, including earned but unpaid wages.

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

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

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SECOND CAUSE OF ACTION

**FAILURE TO PAY MINIMUM WAGES
(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

**(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL
DEFENDANTS)**

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

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

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

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

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

65. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.

66. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

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

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

10 69. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
11 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than
12 they were entitled to, constituting a failure to pay all earned wages.

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

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

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

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

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

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME COMPENSATION** 16 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

17 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL**
18 **DEFENDANTS)**

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

22 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
23 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code
24 and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately
25 calculate the applicable rates for all overtime worked by PLAINTIFF and other members of the
26 CALIFORNIA LABOR SUB-CLASS and DEFENDANTS' failure to properly compensate the
27 members of the CALIFORNIA LABOR SUB-CLASS for overtime worked, including, work
28 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

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

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

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

9 79. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
10 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
11 amount of overtime worked and correct applicable overtime rate for the amount of overtime they
12 worked. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
13 intentionally deny timely payment of wages due for the overtime worked by PLAINTIFF and the
14 other members of the CALIFORNIA LABOR SUB-CLASS, and DEFENDANTS in fact failed
15 to pay these employees the correct applicable overtime wages for all overtime worked.

16 80. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result
18 of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
19 and the other members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked,
20 including, the work performed in excess of eight (8) hours in a workday and/or forty (40) hours
21 in any workweek.

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

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

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

9 84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
10 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than
11 they were entitled to, constituting a failure to pay all earned wages.

12 85. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
13 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in
14 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 &
15 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
16 CLASS were required to work, and did in fact work, overtime as to which DEFENDANT failed
17 to accurately record and pay using the applicable overtime rate as evidenced by DEFENDANT'S
18 business records and witnessed by employees.

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

24 87. DEFENDANTS knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their overtime
26 worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
28 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
overtime rate.

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

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

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

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

23 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
24 **DEFENDANTS)**

25 90. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,
26 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
27 this Complaint.

28 91. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all
the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of

1 the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did
2 not prevent these employees from being relieved of all of their duties for the legally required off-
3 duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by
5 DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide
6 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal
7 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
8 As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS
9 therefore forfeited meal breaks without additional compensation and in accordance with
10 DEFENDANTS' strict corporate policy and practice.

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

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

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REQUIRED REST PERIODS**

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

22 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
23 **DEFENDANTS)**

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

27 95. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
28 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)

1 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
2 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
3 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided
4 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF
5 and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper
6 rest periods by DEFENDANTS and DEFENDANTS' managers. When DEFENDANTS provided
7 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with rest break, they
8 required PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members to stay on
9 DEFENDANTS' premises for those rest breaks.

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

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

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS** 20 **(Cal. Lab. Code §§ 226 and 226.2)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
22 **DEFENDANTS)**

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

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

- 28 a. Gross wages earned;

- b. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- c. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- d. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- e. Net wages earned;
- f. The inclusive dates of the period for which the employee is paid;
- g. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
- h. The name and address of the legal entity that is the employer; and
- i. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

100. Cal. Labor Code § 226.2 provides that an employer must furnish piece-rate employees with an “accurate itemized” statement in writing showing:

- a. The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period; and
- b. The total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period.

101. When DEFENDANTS did not accurately record PLAINTIFF’S and other CALIFORNIA CLASS Members’ wages, including overtime wages, owed, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete

1 and accurate wage statements which failed to show, among other things, the correct overtime rate,
2 the correct number of hours worked, missed meal and rest periods, owed to PLAINTIFF and other
3 CALIFORNIA CLASS Members. Cal. Lab. Code § 226 provides that every employer shall
4 furnish each of his or her employees with an accurate itemized wage statement in writing showing,
5 among other things, gross wages earned and all applicable hourly rates in effect during the pay
6 period and the corresponding amount of time worked at each hourly rate. Aside from the
7 violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF an
8 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
9 From time to time DEFENDANTS violated California Labor Code Section 226(a)(2) by failing
10 to provide an accurate amount of total hours worked by PLAINTIFF and other members of the
11 CALIFORNIA CLASS. Specifically, DEFENDANTS included items, including but not limited
12 to “Sick” to the total hours worked. However, the foregoing item is not considered total hours
13 worked for purposes of California Labor Code Section 226(a)(2). Further, DEFENDANTS from
14 time to time failed to issue an itemized wage statement to PLAINTIFF and other members of the
15 CALIFORNIA CLASS that included the total hours worked and/or the applicable hourly rates in
16 effect during the pay period and the corresponding number of hours worked at each hourly rate
17 by PLAINTIFF and other members of the CALIFORNIA CLASS. As a result, from time to time
18 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS with
19 wage statements which violated Cal. Lab. Code § 226.

20 102. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor
21 Code § 226, causing injury and damages to the PLAINTIFF and the other members of the
22 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
23 expended calculating the correct rates for the overtime worked and the amount of employment
24 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
25 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
26 CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period
27 in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a
28 subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the

1 time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and
2 each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRES EXPENSES**

5 **(Cal. Lab. Code §§ 2802)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
7 **DEFENDANTS)**

8 103. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
9 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
10 this Complaint.

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

12 An employer shall indemnify his or her employee for all necessary expenditures
13 or losses incurred by the employee in direct consequence of the discharge of his
14 or her duties, or of his or her obedience to the directions of the employer, even
15 though unlawful, unless the employee, at the time of obeying the directions,
16 believed them to be unlawful.

17 105. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by
18 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
19 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
20 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
21 CLASS members for expenses which included, but were not limited to, costs related to using their
22 personal cellular phones all on behalf of and for the benefit of DEFENDANTS. Specifically,
23 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use
24 their personal cell phones for work related issues. DEFENDANTS' uniform policy, practice and
25 procedure was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
26 members for expenses resulting from using their personal cellular phones for DEFENDANTS
27 within the course and scope of their employment for DEFENDANTS. These expenses were
28 necessary to complete their principal job duties. DEFENDANTS is estopped by DEFENDANTS'
conduct to assert any waiver of this expectation. Although these expenses were necessary
expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members,

1 DEFENDANTS failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA
2 LABOR SUB-CLASS members for these expenses as an employer is required to do under the
3 laws and regulations of California.

4 106. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
5 by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job
6 duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest
7 at the statutory rate and costs under Cal. Lab. Code § 2802.

8 **EIGHTH CAUSE OF ACTION**
9 **FAILURE TO PAY WAGES WHEN DUE**
10 **(Cal. Lab. Code §§201, 202, 203)**

11 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
12 **DEFENDANTS)**

13 107. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
14 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
15 this Complaint.

16 108. Cal. Lab. Code § 200 provides that:

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

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

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

25 If an employee not having a written contract for a definite period quits his or her
26 employment, his or her wages shall become due and payable not later than 72 hours
27 thereafter, unless the employee has given 72 hours previous notice of his or her
28 intention to quit, in which case the employee is entitled to his or her wages at the
time of quitting. Notwithstanding any other provision of law, an employee who
quits without providing a 72-hour notice shall be entitled to receive payment by

1 mail if he or she so requests and designates a mailing address. The date of the
2 mailing shall constitute the date of payment for purposes of the requirement to
provide payment within 72 hours of the notice of quitting.

3 111. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-
4 CLASS Members' employment contract.

5 112. Cal. Lab. Code § 203 provides:

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

9 113. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS
10 Members terminated and DEFENDANTS have not tendered payment of wages, to these
11 employees who missed meal and rest breaks, as required by law.

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

18 **NINTH CAUSE OF ACTION**

19 **Unlawful Deductions from PLAINTIFF and CLASS MEMBERS Paychecks**

20 **[Cal. Labor Code §§ 221 and 223]**

21 **(By PLAINTIFF and the CLASS MEMBERS Against all DEFENDANTS)**

22 115. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
23 allegations in the preceding paragraphs.

24 116. During the CLASS PERIOD, DEFENDANT regularly and consistently
25 maintained corporate policies and procedures designed to reduce labor costs by reducing or
26 minimizing the amount of compensation paid to its employees, especially overtime compensation.

27 117. DEFENDANT made deductions from PLAINTIFF and the other members' of the
28 CALIFORNIA LABOR SUB-CLASS paychecks including but limited to amounts for 401(k)

1 retirement plans earned by PLAINTIFF and the other members of the CALIFORNIA LABOR
2 SUB-CLASS during various pay periods.

3 118. Labor Code § 221 provides it is unlawful for any employer to collect or receive
4 from an employee any part of wages theretofore paid by employer to employee.

5 119. Labor Code § 223 provides that where any statute or contract requires an employer
6 to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while
7 purporting to pay the wage designated by statute or by contract. Labor Code section 225 further
8 provides that the violation of any provision of Labor Code §§ 221 and 223 is a misdemeanor.

9 120. As a result of the conduct alleged above, DEFENDANTS unlawfully collected or
10 received from PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
11 part of the wages paid to their employees.

12 121. Wherefore, PLAINTIFF and the other members of the CALIFORNIA LABOR
13 SUB-CLASS demand the return of all wages unlawfully deducted from the paychecks, including
14 interest thereon, penalties, reasonable attorneys' fees, and costs of suit pursuant to Labor Code
15 §§ 225.5 and 1194.

16 **TENTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE SUITABLE SEATING**

18 **(Cal. Lab. Code §§1198 et seq. & California Code of Regulations, Title 8, Section**
19 **11070(14))**

20 **(Alleged by PLAINTIFF and the CLASS MEMBERS against all Defendants)**

21 122. PLAINTIFF, and the other AGGRIEVED EMPLOYEES, reallege and incorporate
22 by this reference, as though fully set forth herein, all paragraphs of this Complaint.

23 123. California Labor Code section 1198 makes it illegal to employ an employee under
24 conditions of labor that are prohibited by the applicable wage order.

25 124. California Labor Code section 1198 requires that “. . . the standard conditions of
26 labor fixed by the commission shall be the . . . standard conditions of labor for employees. The
27 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.
28 California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working

1 employees shall be provided with suitable seats when the nature of the work reasonably permits
2 the use of seats."

3 125. California Code of Regulations, Title 8, section 11070(14)(B) provides that "[w]hen
4 employees are not engaged in the active duties of their employment and the nature of the work
5 requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to
6 the work area and employees shall be permitted to use such seats when it does not interfere with the
7 performance of their duties."

8 126. DEFENDANT violated California Labor Code section 1198 and California Code of
9 Regulations, Title 8, section 11070(14) because PLAINTIFF and other members of the
10 CALIFORNIA LABOR SUB-CLASS were not permitted to sit, even if they were not engaged in
11 active duties. They were not permitted to sit, even when it would not interfere with the performance
12 of their duties, nor were they provided with suitable seats.

13 127. PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS are
14 entitled to recover all remedies available for violations of California Labor Code section 1198 and
15 California Code of Regulations, Title 8, section 11070(14)

16 128. Pursuant to the civil penalties provided for in California Labor Code sections 2699
17 (f) and (g), the State of California, PLAINTIFF and other aggrieved employees are entitled to
18 recover civil penalties of one hundred dollars (\$100) for each aggrieved employee per pay period
19 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
20 period for each subsequent violation, plus costs and attorneys' fees for violation of California
21 Labor Code section 1198.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF pray for a judgment against each DEFENDANTS, jointly
24 and severally, as follows:

25 1. On behalf of the CALIFORNIA CLASS:

- 26 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
27 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
28 b. An order temporarily, preliminarily and permanently enjoining and restraining
DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

- 1 c. An order requiring DEFENDANTS to pay all wages and all sums unlawfully
2 withheld from compensation due to PLAINTIFF and the other members of the
3 CALIFORNIA CLASS; and
- 4 d. Restitutionary disgorgement of DEFENDANT'S' ill-gotten gains into a fluid fund
5 for restitution of the sums incidental to DEFENDANTS' violations due to
6 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
- 7 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
- 8 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,
9 Ninth, and Tenth Causes of Action asserted by the CALIFORNIA LABOR SUB-
10 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 11 b. Compensatory damages, according to proof at trial, including compensatory
12 damages for minimum wages, overtime wages, unreimbursed expenses, and other
13 compensation due to PLAINTIFF and the other members of the CALIFORNIA
14 LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-
15 CLASS PERIOD plus interest thereon at the statutory rate;
- 16 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
17 the applicable IWC Wage Order;
- 18 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
19 which a violation occurs and one hundred dollars (\$100) per member of the
20 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
21 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
22 an award of costs for violation of Cal. Lab. Code § 226; and,
- 23 e. The wages of all terminated employees from the CALIFORNIA LABOR SUB-
24 CLASS as a penalty from the due date thereof at the same rate until paid or until an
25 action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 26 3. On all claims:
- 27 a. An award of interest, including prejudgment interest at the legal rate;
- 28 b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, §1194, §1197 and/or §2802.

///

DATED: _____, 2021

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay
Attorney for Plaintiffs

DEMAND FOR A JURY TRIAL

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

DATED: _____, 2021

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay
Attorney for Plaintiffs

EXHIBIT 3

EXHIBIT 4

JCL LAW FIRM, APC
UnBilled Time - All Dates
Nayyar v. Pizza Investment (002-212)

Activity Date	Memo/Description	Rate	Duration	Amount	Balance
05/03/2021	Fact Investigation - Reviewed Documents Produced by Client	700.00	3.2	2,240.00	2,240.00
06/22/2021	Drafted CMS	700.00	0.5	350.00	2,590.00
04/28/2022	Email to clients re status	700.00	1.8	1,260.00	3,850.00
07/07/2022	Case Management - Emails to/from OPC Re Arbitration	700.00	0.5	350.00	4,200.00
07/16/2022	Case Management - Emails to/from OC Re Arbitration Agreement	700.00	0.5	350.00	4,550.00
09/10/2022	Case Management - Drafted, Revised and Edited Joint CMS	700.00	0.6	420.00	4,970.00
09/27/2022	Case Management - Emails to/from OC Re Adolph v. Uber	700.00	0.2	140.00	5,110.00
10/05/2022	Case Management - Emails to/from Client Re Status	700.00	1	700.00	5,810.00
10/20/2022	Case Management - R&R Court's Signed Stip to Stay	700.00	0.2	140.00	5,950.00
01/04/2023	Discovery - Emails to/from OC Re Stip to Stay and Mediation Data	700.00	0.4	280.00	6,230.00
05/03/2023	Case Management - R&R Court's MO Re Hearing Date	700.00	0.2	140.00	6,370.00
06/22/2023	File maintenance	450.00	0.3	135.00	6,505.00
07/18/2023	CAsde Management - Emails to/from OC Re Status Post Adolph	700.00	0.8	560.00	7,065.00
07/20/2023	Case management - emails re claims	450.00	0.8	360.00	7,425.00
07/28/2023	Case Management - Emails to/from OC Re Status Post Adolph	700.00	0.3	210.00	7,635.00
08/21/2023	Email re production of financials	450.00	0.2	90.00	7,725.00
08/23/2023	Case Management - Drafted, Revised and Edited Joint CMS	700.00	1.5	1,050.00	8,775.00
08/23/2023	Review and revise tolling agreement	450.00	0.8	360.00	9,135.00
08/23/2023	Review and revise CMS statement	450.00	0.3	135.00	9,270.00
08/30/2023	Case Management - Emails to/from OC Re Tolling Agreement	700.00	0.5	350.00	9,620.00
08/30/2023	Email re tolling agreement and joint report	450.00	0.3	135.00	9,755.00
08/30/2023	Emails re tolling agreement	450.00	0.7	315.00	10,070.00
09/12/2023	Discovery - R&R Protective Order	700.00	1.5	1,050.00	11,120.00
09/14/2023	Case Management - Attended CMC	700.00	1	700.00	11,820.00
10/03/2023	Case management	450.00	0.1	45.00	11,865.00
11/09/2023	Case Management - Emails to/from OC Re Status	700.00	1	700.00	12,565.00

11/09/2023	Emails re financials	450.00	0.3	135.00	12,700.00
12/13/2023	Case management - emails re BK	450.00	0.5	225.00	12,925.00
12/14/2023	Emails re DOE amendments	450.00	0.2	90.00	13,015.00
12/19/2023	Case management - review joint CMS	450.00	0.2	90.00	13,105.00
12/27/2023	case management- emails to/from co-counsel re CMS draft	425.00	0.5	212.50	13,317.50
01/10/2024	Case management - emails re client update	450.00	0.3	135.00	13,452.50
01/11/2024	Attended CMC hearing	425.00	0.6	255.00	13,707.50
01/15/2024	Case management - emails re tolling agreement	450.00	0.3	135.00	13,842.50
01/22/2024	Case management - emails re tolling agreement, class size and stip	450.00	0.6	270.00	14,112.50
01/25/2024	Case management - case meeting	450.00	0.2	90.00	14,202.50
01/26/2024	case management- reviewed/approved draft stip to stay and data demand	425.00	0.5	212.50	14,415.00
01/26/2024	Mediation - emails re stip and data demand	450.00	0.2	90.00	14,505.00
01/30/2024	Mediation - emails re stip to stay and data demand	450.00	0.2	90.00	14,595.00
02/09/2024	Email to OC re stipulation to stay	250.00	0.1	25.00	14,620.00
02/09/2024	Mediation - emails re stip and data demand	450.00	0.1	45.00	14,665.00
02/13/2024	Discovery -Drafted Stip to Stay and Data Demand	700.00	1.8	1,260.00	15,925.00
02/13/2024	Email to OC re stipulation to stay	250.00	0.1	25.00	15,950.00
02/13/2024	Case management- emails to/from co-counsel re stip to stay/data demand	425.00	0.4	170.00	16,120.00
02/13/2024	Mediation - emails re stip and sampling	450.00	0.7	315.00	16,435.00
02/14/2024	case management- reviewed stip to stay/data demand	425.00	0.4	170.00	16,605.00
02/14/2024	Mediation - emails re data production, sampling	450.00	0.7	315.00	16,920.00
02/20/2024	Email to OC re stipulation to stay	250.00	0.1	25.00	16,945.00
02/20/2024	Mediation - emails re sampling and stip	450.00	0.4	180.00	17,125.00
02/21/2024	Email to OC re stipulation to stay	250.00	0.1	25.00	17,150.00
02/21/2024	Mediation - emails re stip, data demand, and brief	450.00	0.3	135.00	17,285.00
02/28/2024	Mediation - emails re data	450.00	0.6	270.00	17,555.00
03/01/2024	Case management- discussion w/ co-counsel re case status	425.00	0.2	85.00	17,640.00
03/04/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.4	170.00	17,810.00
03/06/2024	Mediation - emails re data	450.00	0.5	225.00	18,035.00
03/07/2024	Discovery - Emails to/from OC Re Mediation data	700.00	0.3	210.00	18,245.00
03/07/2024	Save and send defendant's mediation data to expert	250.00	0.3	75.00	18,320.00
03/07/2024	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.3	127.50	18,447.50
03/07/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.3	127.50	18,575.00

03/07/2024	Mediation - emails re data	450.00	0.5	225.00	18,800.00
03/11/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.2	85.00	18,885.00
03/11/2024	Mediation - emails re data	450.00	0.2	90.00	18,975.00
03/13/2024	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00	19,185.00
03/13/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.2	85.00	19,270.00
03/13/2024	Mediation - emails re data	450.00	0.2	90.00	19,360.00
03/15/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.2	85.00	19,445.00
03/17/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.2	85.00	19,530.00
03/18/2024	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	19,810.00
03/18/2024	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.3	127.50	19,937.50
03/19/2024	Internal email re mediation brief	250.00	0.1	25.00	19,962.50
03/21/2024	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.3	127.50	20,090.00
03/22/2024	Mediation - meeting re claims and review expert report	450.00	0.3	135.00	20,225.00
03/25/2024	Organize client docs	250.00	0.8	200.00	20,425.00
03/25/2024	Schedule call with client	250.00	0.3	75.00	20,500.00
03/25/2024	Mediation - R&R mediation brief	450.00	1	450.00	20,950.00
03/26/2024	Email to client re scheduling TC	250.00	0.1	25.00	20,975.00
03/26/2024	factual investigation- call w/ client re claims	425.00	0.5	212.50	21,187.50
03/27/2024	Emails to mediator's office	250.00	0.2	50.00	21,237.50
03/27/2024	Review and save expert report	250.00	0.2	50.00	21,287.50
03/27/2024	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.4	170.00	21,457.50
03/27/2024	Mediation - meeting re brief; review docs; emails re damages and report	450.00	1.4	630.00	22,087.50
03/28/2024	Review, finalize, and submit mediation brief.	250.00	0.9	225.00	22,312.50
03/28/2024	Settlement- drafted mediation brief	425.00	5	2,125.00	24,437.50
03/28/2024	Case management- emails w/ co-counsel/expert re mediation data/class reps	425.00	1.2	510.00	24,947.50
03/28/2024	Case management- emails w/ oc/co-counsel re mediation data	425.00	0.2	85.00	25,032.50
03/28/2024	Mediation - emails re report and data	450.00	0.2	90.00	25,122.50
03/29/2024	Email to client	250.00	0.5	125.00	25,247.50
03/29/2024	Case management- reviewed/approved client email status update	425.00	0.2	85.00	25,332.50
03/29/2024	Case management- emails w/ co-counsel/expert re mediation data	425.00	0.2	85.00	25,417.50
04/01/2024	Schedule call with mediator. Calendaring.	250.00	0.3	75.00	25,492.50
04/03/2024	Mediation - meeting re mediation, review brief to prep for pre-med call	450.00	0.7	315.00	25,807.50
04/04/2024	Mediation - Attended Mediation	700.00	8	5,600.00	31,407.50

04/04/2024	Set up remote appearance for mediation	250.00	0.2	50.00	31,457.50
04/04/2024	Settlement- drafted MOU	425.00	1	425.00	31,882.50
04/04/2024	Case management- emails w/ co-counsel/mediator re settlement proposal	425.00	0.7	297.50	32,180.00
04/04/2024	Case management- reviewed CMS/email w/ co-counsel re CMS	425.00	0.5	212.50	32,392.50
04/04/2024	Attended mediation	425.00	7	2,975.00	35,367.50
04/04/2024	Mediation - attend mediation	450.00	8	3,600.00	38,967.50
04/05/2024	Email to OC re Joint CMS M&C	250.00	0.2	50.00	39,017.50
04/05/2024	Case management - R&R Joint CMS	450.00	0.2	90.00	39,107.50
04/10/2024	Email to OC re Joint CMS	250.00	0.1	25.00	39,132.50
04/11/2024	Save and serve conformed joint CMS	250.00	0.2	50.00	39,182.50
04/11/2024	Review, finalize, file, and serve Joint CMS.	250.00	0.8	200.00	39,382.50
04/11/2024	Email to OC re Joint CMS	250.00	0.1	25.00	39,407.50
04/11/2024	Client update.	250.00	0.5	125.00	39,532.50
04/17/2024	Check docket. Set up remote appearance for CMC.	250.00	0.2	50.00	39,582.50
04/18/2024	Review, finalize, file, and serve request for dismissal of PLA Medrano	250.00	0.7	175.00	39,757.50
04/18/2024	Save and serve conformed dismissal of PLA Medrano	250.00	0.3	75.00	39,832.50
04/18/2024	Email to OC re class notice	250.00	0.1	25.00	39,857.50
04/18/2024	Case management- emails w/ co-counsel re tolling agreement/dismissal of pla	425.00	0.6	255.00	40,112.50
04/22/2024	Emails to settlement admins	250.00	0.4	100.00	40,212.50
04/24/2024	Emails with settlement admins re bids	250.00	0.3	75.00	40,287.50
04/24/2024	Case management- reviewed notice of abandonment draft	425.00	0.3	127.50	40,415.00
04/25/2024	Submit Medrano notice of abandonment to LWDA	250.00	0.2	50.00	40,465.00
04/25/2024	Review email from Court continuing CMC. Calendaring.	250.00	0.4	100.00	40,565.00
04/26/2024	File maintenance	250.00	0.2	50.00	40,615.00
04/29/2024	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	40,825.00
04/29/2024	Case management- emails w/ co-counsel/oc tolling agreement/SAR draft	425.00	0.5	212.50	41,037.50
04/30/2024	Settlement - Emails to/from OC Re SAR	700.00	0.4	280.00	41,317.50
04/30/2024	Emails with OC re amended tolling agreement. Calendaring.	250.00	0.6	150.00	41,467.50
04/30/2024	Case management- emails w/ co-counsel/oc SAR, tolling agreement, dismissal of PLA.	425.00	1.2	510.00	41,977.50
05/06/2024	Settlement - follow up on SAR	450.00	0.1	45.00	42,022.50
05/07/2024	Review LRs re motion papers	250.00	0.5	125.00	42,147.50
05/10/2024	Settlement - emails re SAR	450.00	0.2	90.00	42,237.50
05/14/2024	Settlement - Revised and Edited SAR	700.00	1.4	980.00	43,217.50

05/24/2024	Email corres. with OC.	250.00	0.2	50.00	43,267.50
05/24/2024	Settlement- emails w/ co-counsel/oc re SAR	425.00	0.3	127.50	43,395.00
05/24/2024	Settlement - emails re SAR; review DEF revisions to SAR	450.00	0.6	270.00	43,665.00
05/30/2024	Email corres. with OC re tolling agreement.	250.00	0.2	50.00	43,715.00
05/30/2024	Case management- emails w/ co-counsel re tolling agreement	425.00	0.6	255.00	43,970.00
05/30/2024	Case management- reviewed amended tolling agreement	425.00	0.4	170.00	44,140.00
05/30/2024	Settlement - emails re SAR	450.00	0.6	270.00	44,410.00
06/04/2024	Email corres. with OC re tolling agreement.	250.00	0.2	50.00	44,460.00
06/05/2024	Email corres. with OC re fully executed tolling agreement.	250.00	0.3	75.00	44,535.00
06/05/2024	Case management- emails w/ co-counsel/oc re tolling agreement	425.00	0.4	170.00	44,705.00
06/05/2024	Settlement - emails re SAR	450.00	0.3	135.00	44,840.00
06/10/2024	Case management/settlement - emails w/ co-counsel/oc re SAR	425.00	0.5	212.50	45,052.50
06/10/2024	Settlement - emails re SAR	450.00	0.3	135.00	45,187.50
06/13/2024	Case management/mediation - emails w/ co-counsel re SAR	425.00	0.3	127.50	45,315.00
06/26/2024	settlement- emails w/ co-counsel re SAR	425.00	0.7	297.50	45,612.50
06/28/2024	Case management - emails re SAR	450.00	0.2	90.00	45,702.50
07/18/2024	Email corres. with OC re M&C on Joint CMS.	250.00	0.3	75.00	45,777.50
07/24/2024	Email corres. with OC re Joint CMS	250.00	0.2	50.00	45,827.50
07/25/2024	Review, save, and serve conformed joint CMS	250.00	0.3	75.00	45,902.50
07/25/2024	Email corres. with OC re Joint CMS	250.00	0.2	50.00	45,952.50
08/07/2024	Email corres. with settlement admin	250.00	0.2	50.00	46,002.50
08/07/2024	Case management - emails re CMC	450.00	0.4	180.00	46,182.50
08/16/2024	Law and Motion - Revise and Edited Approval Motion and Drafted JCL Dec. ISO	700.00	2.3	1,610.00	47,792.50
					96 \$ 47,792.50

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Nayyar v. Pizza Investment (002-212)						
04/30/2021	Journal Entry	Apr. 2022 Postage		Postage for Apr. 2021	6.96	6.96
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	156.40	163.36
05/04/2021	Expense		LWDA		75.00	238.36
06/30/2021	Journal Entry	June 2021 Postage		Copies for June 2021	0.60	238.96
07/31/2021	Journal Entry	July 2022 Postage		Copies for July 2021	5.80	244.76
07/31/2021	Journal Entry	July 2022 Postage		Postage for July 2021	8.25	253.01
08/11/2021	Check	2548	Knox Attorney Services, Inc.	Invoice No. 4345564 Re: Filing Fee: Summons; Complaint; Civil Case Cover Sheet	1,687.65	1,940.66
08/31/2021	Journal Entry	August 2021 Postage		Postage for Aug 2021	1.02	1,941.68
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	1.80	1,943.48
10/07/2021	Check	2595	Knox Attorney Services, Inc.	Invoice No. 4349965 Re: Filing Fee: Declaration of Zakay; First Amended Complaint; Proof of Service	98.95	2,042.43
10/07/2021	Check	2595	Knox Attorney Services, Inc.	Invoice No. 4350473 Re: Filing Fee: Declaration of Zakay; First Amended Complaint; Proof of Service	172.50	2,214.93
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	1.00	2,215.93
10/31/2021	Journal Entry	Oct 2021 Postage		Postage for Oct 2021	1.26	2,217.19
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	1.10	2,218.29
12/10/2021	Check		Jeffrey A. Ross	Mediation - Inv. 2175	4,500.00	6,718.29
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	1.50	6,719.79
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	1.66	6,721.45
01/31/2022	Journal Entry	Jan 2022 Postage		Postage for Jan 2022	2.72	6,724.17
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	4.50	6,728.67
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	0.70	6,729.37
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.50	6,729.87
09/28/2022	Expense		Court Call	Court Call ID: 11598252	94.00	6,823.87
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.50	6,824.37
10/05/2022	Check	2982	Knox Attorney Services, Inc.	Invoice No. 4380334 - Filing Fee Re: Joint Complex Case Managment Statement; Proof of Service	75.75	6,900.12
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.50	6,900.62
03/28/2023	Expense		One Legal LLC	One Legal Order no. 20061865 - Filing Fee Re: Joint Case Management Statement, Proof of Service	72.07	6,972.69
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.40	6,973.09
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	0.20	6,973.29
10/04/2023	Check	3453	Knox Attorney Services, Inc.	Inv. 4411875	76.75	7,050.04
11/02/2023	Check	3509	Creal & Creal	Inv. 181611	548.25	7,598.29
11/30/2023	Journal Entry	Nov. 2023 Postage		Postage for November 2023	0.63	7,598.92
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.70	7,599.62
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	9.50	7,609.12
12/31/2023	Journal Entry	Dec. 2023 Postage		Postage for December 2023	12.67	7,621.79
01/29/2024	Check	3641	McKelvey Resolution	Inv. 5155	4,125.00	11,746.79
01/31/2024	Journal Entry	Jan. 2024 Postage		Postage for January 2024	0.64	11,747.43
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	1.30	11,748.73

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
04/12/2024	Expense		One Legal LLC	One Legal Order No. 22659269 - Filing Fee Re: Motion re: Case Management Conference Statement, Proof of Service	18.43	11,767.16
04/20/2024	Expense		One Legal LLC	One Legal Order No. 22712105 - Filing Fee Re: Request: Dismissal, Proof of Service	18.43	11,785.59
04/24/2024	Check	3776	Berger Consulting Group	Inv. 11189	2,260.00	14,045.59
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	0.64	14,046.23
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	1.00	14,047.23
05/31/2024	Journal Entry	May 2024 Postage		Postage for May 2024	0.64	14,047.87
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	1.00	14,048.87
07/25/2024	Expense		One Legal LLC	One Legal Order No. 23391226 - Filing Fee Re: Case Management Conf Statement, Proof: Service	18.43	14,067.30
Total for Nayyar v. Pizza Investment (002-212)					\$14,067.30	
TOTAL					\$14,067.30	

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

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

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"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

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);