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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

CHARLETTE PERE, an individual, on behalf of
all persons similarly situated,

Plaintiff,

vs.

JAYLEX LLC dba EZ CARELINK, a California
limited liability company, previously named as
fictitious DOE 1; RESCARE, INC., a Kentucky
corporation; ROCKCREEK, INC., a California
corporation; ALTERNATIVE CHOICES, INC.,
a California corporation; RSCR INLAND, INC.,
a California corporation and DOES 2 through 30,
Inclusive;

Defendants.

Case No: CIVSB2227164

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

Date: February 25, 2025

Time: 8:30 a.m.

Judge: Hon. Christian Towns

Dept.: S26

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

2 1. I am the managing partner of JCL Law Firm, APC, co-lead counsel of record for Plaintiff
3 Charlette Pere (“Plaintiff”) in this matter. As such, I am fully familiar with the facts, pleadings, and
4 history of the matter. The following facts are within my own personal knowledge, and if called as a
5 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 Defendants Jaylex LLC dba Ez Carelink, Rescare, INC., Rockcreek, INC., Alternative
8 Choices, INC., and RSCR Inland, INC. (“Defendants”).

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

11 4. A true and correct copy of Plaintiff’s November 4, 2022, Notice of Violations filed with
12 the Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

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

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

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

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

22 I. INTRODUCTION

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

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 November 4, 2022, Plaintiff, on behalf of himself and on behalf of other PAGA
5 Aggrieved Employees, served Defendants and the LWDA with a Notice of Violations ("PAGA Notice")
6 and draft complaint memorializing claims against Defendants for alleged violations of the California
7 Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure
8 to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and
9 overtime wages; failure to provide accurate itemized wage statements; failure to timely pay wages due
10 during, and upon termination of employment. (LWDA Case No. LWDA-CM-917903-22).

11 11. On December 6, 2022, Plaintiff filed a class action complaint against Defendants in the
12 Superior Court for San Bernardino County, Case Number CIVSB2227164. The complaint alleged
13 seven causes of action for (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to
14 Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required
15 Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Failure to Provided
16 Wages When Due.

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

21 13. On June 16, 2023, Plaintiff filed a First Amended Complaint to add a cause of action
22 against Defendants for violations of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et*
23 *seq.*

24 14. Plaintiff's counsel subsequently learned of the existence of an arbitration agreement by
25 and between Plaintiff and Defendants that purportedly bars plaintiff's proposed class action claims.
26 Accordingly, Plaintiff dismissed her class claims and individual component of her PAGA claim against
27 Defendants without prejudice. Plaintiff then filed a Second Amended Complaint on November 29,
28 2023, alleging a single cause of action for violations of the PAGA.

1 15. On June 3, 2024, the Parties participated in an all-day mediation presided over by
2 Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class and representative
3 actions, which led to this Agreement to settle the Action. In advance of the with the mediation,
4 Defendants provided Plaintiff with sufficient information to properly evaluate Defendant’s potential
5 liability exposure. Among the data and documents Defendant produced included, but was not limited
6 to, the total number of PAGA Aggrieved Employees, total number of current PAGA Aggrieved
7 Employees, total number of Pay Periods worked by PAGA Aggrieved Employees within the PAGA
8 Period, ResCare Worker Facility Data, ResCare Workers list 2021, Schedule Summary 2021-2022,
9 ResCare Worker Payments 2022, and ResCare Worker Payments 2023.

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

19 17. The Settlement is intended to fully and finally resolve the Released PAGA Claims
20 asserted by Plaintiff on behalf of himself, 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 PAGA Aggrieved Employees. This Settlement does not release any
23 claim that is not a PAGA claim, except for Plaintiff.¹ Nor does this Settlement waive Defendant’s right
24 to assert *res judicata* or other available defense to any asserted claim or lawsuit.

25 18. 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 19. 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 Three Hundred Ninety-Five Thousand Dollars and Zero Cents
7 (\$395,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
8 of: i) a PAGA Counsel Award in the amount of One Hundred Sixty One Thousand, Six Hundred Sixty-
9 Six Dollars and Sixty Six Cents (\$161,666.66), comprised of one-third of the Gross Settlement Amount
10 (estimated to be approximately \$131,666.66), and reimbursement of incurred litigation expenses in an
11 amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00); ii) a Service Award to
12 Plaintiff of up to Ten Thousand Dollars and Zero Cents (\$10,000.00); and iii) Settlement Administration
13 Costs which will not exceed Four Thousand One Hundred Dollars and Zero Cents (\$4,100.00).
14 Agreement generally at § 3.2.1 – 3.2.4. After these deductions, the amount remaining is the “Net
15 Settlement Amount,” which is estimated to be \$219,233.34.

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IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

20. The Gross Settlement Amount of \$395,000.00 is fair and reasonable and, therefore, should be approved. Here, Defendant's *maximum* liability exposure for PAGA penalties is estimated at approximately \$1,316,450.00 in PAGA penalties.

21. Plaintiff's consultant estimated Defendant's exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations Cal. Labor Code §§ 226.7 and 512</i>	\$50	3,257	99 % of PAGA Pay Periods	\$162,850
<i>Rest Period Violations Cal. Labor Code §§ 226.7 and 512</i>	\$50	3,278	99% of PAGA Pay Periods	\$163,900
<i>Unpaid Wages Cal. Labor Code §§ 201, 202, 203, 204, 510, 1194, 1197, 1997.1 1198 and 558</i>	\$100	3,299	100% of PAGA Pay Periods	\$329,900
<i>Failure to Reimburse for Mandatory Business Expenses Cal. Labor Code § 2802</i>	\$100	3,299	100% of PAGA Pay Periods	\$329,900
<i>Failure to Furnish Accurate, Itemized Wage Statements Cal. Labor Code § 226</i>	\$100	3,299	100% of PAGA Pay Periods	329,900

22. The crux of Plaintiff's claims is that she and the PAGA Aggrieved Employees were misclassified as independent contractors when they should have been classified as employees. Specifically, Plaintiff alleges that Defendants cannot satisfy the first, second or third factors of the ABC test, as outlined in *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903, 957-958 (2018). First, Plaintiff alleges that Defendants directed and controlled all aspects of her and the PAGA Aggrieved Employees' performance of work, including wages, hours and working conditions. The Aggrieved Employees did not set their own rates, did not have control over which location they were sent to work at, were expected to show up for the designated, assigned shifts, and did not have control over how to care for the residents. Moreover, Plaintiff alleges that all supplies she and the PAGA Aggrieved

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.

1 Employees were to use to perform their work duties were provided by the Defendants, and that she nor
2 the PAGA Aggrieved Employees were permitted to use their own supplies or materials.

3 23. As to the second prong, Plaintiff alleges that neither she nor the PAGA Aggrieved
4 Employees performed work that was outside the usual course of Defendants' business. The Defendants
5 provide nursing services. These are the same services provided by the PAGA Aggrieved Employees,
6 as healthcare professionals.

7 24. The final prong of the ABC test requires the hiring entity to prove that the worker is
8 customarily and currently engaged in an independently established trade, occupation or business.”
9 *Dynamex*, 4 Cal.5th 963. The hiring entity cannot unilaterally determine a worker's status simply by
10 assigning the worker the label “independent contractor” or by requiring the worker, as a condition of
11 hiring, to enter into a contract that designates the worker an independent contractor. *Id.* At 962. Here,
12 Plaintiff never incorporated a nursing services business when she worked for Defendants, nor did she
13 undertake any other formalities indicative of having an independently established business such as
14 incorporation, business licensure, advertisements etc. Plaintiff did not have her own patient base, as her
15 patients were provided entirely to her by Defendants. Accordingly, Plaintiff alleges that Defendants
16 cannot establish the third factor of the ABC test.

17 25. Considering the above, the Gross Settlement Amount is approximately 30% of
18 Defendants' potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
19 recovery of PAGA penalties through continued litigation. Defendants' maximum exposure to PAGA
20 penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued
21 litigation including, but not limited to, Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*,
22 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendants argued that
23 it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code §
24 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the
25 underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS
26 13126, *10 (C.D. Cal. 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on
27 behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the
28 defendant.”].) To do this, Plaintiff would need to prove each PAGA Aggrieved Employee was subject

1 to the alleged Labor Code violation, which would be difficult to do, since Defendants deny any liability
2 or wrongdoing of any kind associated with the claims alleged in this action. Thus, Defendants contended
3 that Plaintiff would be required to “prove Labor Code violations with respect to each and every
4 individual on whose behalf Plaintiff seek to recover civil penalties under PAGA.”; *Hibbs-Rines v.*
5 *Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

6 26. Given Defendant’s defenses to the claimed Labor Code violations at issue and the risks
7 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
8 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length. The
9 LWDA has been provided with notice of this motion and the PAGA settlement, and the decision of
10 LWDA to accept the PAGA settlement and not oppose the motion should be given considerable weight.
11 Moreover, the LWDA is a sophisticated government entity that can assert and protect its own rights.

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

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

20 28. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys’
21 fees in the amount of \$131,666.66 (one-third of the Gross Settlement Amount) and reimbursement of
22 litigation costs not to exceed \$30,000.³ PAGA does not have any requirements for reviewing attorneys’
23 fees, and Plaintiff’s position is that the payment of attorneys’ fees and costs in this Settlement is a matter
24 of contract for a contingent representation. Nevertheless, should this Court review the requested
25 attorneys’ fees, the requested fees and costs are reasonable for experience wage and hour counsel.
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³ As detailed *infra*, at the time of filing this motion, Plaintiff’s Counsel incurred \$17,530.48 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 29. The requested PAGA Counsel Award of \$161,666.66 comprised of \$131,666.66 for
2 attorneys' fees and reimbursement of litigation expenses of up to \$30,000 is fair, reasonable, and
3 justified by the result achieved.

4 30. PAGA Counsel negotiated a recovery of Three Hundred Ninety-Five Thousand Dollars
5 and Zero Cents (\$395,000.00), and this result justifies the requested fees equal to one third of this
6 recovery. This percentage is within the standard contingent recovery percentage of one-third, and this
7 percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1
8 Cal.5th 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendants'
9 defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA
10 Counsel to overcome. Here, several defenses asserted by Defendants present serious threats to the
11 claims of Plaintiff and the PAGA Aggrieved Employees. Defendants asserted that its employment
12 practices complied with all applicable labor laws. If successful, Defendants' factual and legal defenses
13 would eliminate *any recovery* to the PAGA Aggrieved Employees. While Plaintiff believes that these
14 defenses could be overcome, Defendants maintain that these defenses have merit and therefore present
15 a serious risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA
16 Counsel was able to persuade Defendants that there was an appreciable risk that Plaintiff would prevail
17 on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary
18 relief.

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

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

1 litigation experience and complex construction product liability experience. I can, will, and have
2 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
3 Employees throughout this action.

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

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

10 35. In assessing the reasonableness of the billing rates for the attorneys and staff at JCL Law
11 Firm, APC, the firm refers to the "Laffey Matrix" to set our hourly billing rates. See
12 <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout the
13 United States, including some California state courts and California Federal District Courts. The Laffey
14 Matrix is a well-established objective source that California courts have relied on in assessing hourly
15 rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921
16 (N.D. Cal. 2005) (Confirming use of the Laffey Matrix adjusted to account for locality pay differentials);
17 *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25,
18 2017), reversed on other grounds.)

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

22 37. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC
23 with the Laffey Matrix, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the
24 rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade, Esq. (Managing Attorney)	\$948	\$700

Monnett De La Torre, Esq. (Senior Associate Attorney)	\$948	\$625
Andrea A. Amaya (Associate Attorney)	\$473	\$425
Sydney Castillo-Johnson, Esq. (Associate Attorney)	\$473	\$450
Perssia Razma, Esq. (Associate Attorney)	\$473	\$400
Tesla Stone (Managing Paralegal)	\$258	\$250
Jennifer Heming (Handling Paralegal)	\$258	\$250

38. Moreover, 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); *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).

39. As of November 2024, The JCL Law Firm, APC incurred a total lodestar of \$82,600 for 136.7 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's

lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

40. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC (“ZLG”), billed \$27,841.00 for 48.9 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

41. Collectively, PAGA Counsel spent a total of 185.6 hours successfully litigating this matter for a total combined loadstar of \$110,441. Thus, the Attorneys’ Fee request is equal to Class Counsel’s loadstar with a modest 1.19 multiplier.

42. PAGA Counsel’s loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	136.7	\$82,600
Zakay Law Group, APLC	48.9	\$27,841
Total	185.6	\$110,441

43. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$17,530.48 prosecuting this action (JCL Law Firm, APC - \$8,218.61, Zakay Law Group, APLC - \$9,311.87).

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

VI. PLAINTIFF’S SERVICE AWARD IS FAIR AND REASONABLE

45. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The Service Award payment is fair and reasonable compensation for the Plaintiff’s efforts in bringing the action, assisting PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the status of her case and the strategies for prosecuting the claims and agreeing to provide Defendant a

1 broad general release of all claims arising out of his employment. Plaintiff willingly came forward to
2 protect and advance the rights of the PAGA Aggrieved Employees on important legal disputes affecting
3 California workers. By way of example, Plaintiff assumed the serious risk of liability for Defendant's
4 costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and
5 voluntarily undertook the risk to vindicate the rights of the PAGA Aggrieved Employees.

6 46. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 200 PAGA
7 Aggrieved Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court
8 approve the Service Award in accordance with the Settlement Agreement. Plaintiff and PAGA Counsel
9 also respectfully request approval of the requested Service Award in the amount of \$10,000.00 to
10 Plaintiff.

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12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this November 8, 2024, at San Diego, California.

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15 **JCL LAW FIRM, APC**

16 By: 
17 Jean-Claude Lapuyade
18 Attorney for Plaintiff
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff CHARLETTE PERE (“Plaintiff”) and Defendant JAYLEX, LLC dba EZ CARELINK (“Defendant Jaylex”), Defendant RESCARE, INC. (“Defendant Rescare”), Defendant ROCKCREEK, INC. (“Defendant Rockcreek”), Defendant ALTERNATIVE CHOICES, INC., (“Defendant Alternative Choices”), Defendant RSCR INLAND, INC. (“Defendant RSCR Inland”) and/or any other subsidiary of ResCare (including, without limitation, RSCR California, Inc.) (collectively the “ResCare Defendants,” and with Defendant Jaylex, collectively hereinafter “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Charlette Pere v. EZ CareLink Corp., et al.* initiated on December 6, 2022, and pending in Superior Court of the State of California, County of San Bernardino (Case No. CIVSB 2227164).
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Claims Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court, and approved by the Court, in connection with approval of this Settlement.
- 1.4. “PAGA Aggrieved Employee” means all current and former individuals classified as independent contractors who obtained work through Defendant Jaylex at a facility belonging to the ResCare Defendants during the period from July 5, 2022, to June 3, 2024 (the “PAGA Period”).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Bernardino.
- 1.8. “Defendants” means JAYLEX, LLC dba EZ CARELINK (“Defendant Jaylex”), Defendant RESCARE, INC. (“Defendant Rescare”), Defendant ROCKCREEK, INC. (“Defendant Rockcreek”), Defendant ALTERNATIVE CHOICES, INC., (“Defendant Alternative Choices”), Defendant RSCR INLAND, INC. (“Defendant RSCR Inland”) any other subsidiary of ResCare (including, without limitation, RSCR California, Inc.).

- 1.9. “Defense Counsel” means; ALEX BARFIELD, ESQ. of TUCKER ELLIS, LLP; DAVID CANTRELL, ESQ., and MATTHEW KRAUS, ESQ., of LESTER, CANTRELL & KRAUS, LLP.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment and all appeal periods have expired.
- 1.11. “Funding Date” means thirty (30) calendar days after the Effective Date and is the date on which Defendants shall fund the Gross Settlement Amount, including payment for all PAGA claims, payment of Claims Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, and Service Award to the Administrator.
- 1.12. “Gross Settlement Amount” means Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment, and Service Award.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval of the Settlement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Claims Administration Expenses. The Net Settlement Amount shall be used to satisfy Plaintiff’s claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees (“Individual PAGA Payment”) and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA (“LWDA PAGA Payment”).
- 1.18. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.

- 1.19. "PAGA Counsel" means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani Zakay, Esq., of Zakay Law Group, the attorneys representing the Plaintiff and Aggrieved Employees in the Action.
- 1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, and approved by the Court.
- 1.21. "PAGA Pay Period" or "Pay Period" means any bi-weekly pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. "PAGA Period" means the period from July 5, 2022, to June 3, 2024.
- 1.23. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.24. "PAGA Notice" means Plaintiff's July 5, 2023 Amended letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. "Plaintiff" means CHARLETTE PERE, the named plaintiff in the Action.
- 1.26. "Released PAGA Claims" means all PAGA claims that were alleged in the operative Complaint in the *Charlette Pere v. EZ CareLink Corp., et al.* Case No. CIVSB2227164 matter and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 1.27. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Service Award" means the payment of \$10,000.00 to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. "Settlement Approval Order" means the proposed Court Order Granting Settlement Approval of PAGA Settlement.

2. RECITALS.

- 2.1. On December 6, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging seven (7) causes of action against Defendant for (1) Unfair Competition [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; (2) Failure to Pay Minimum wages 1194, 1197, and 1197.1]; (3) Failure to Pay Overtime Wages [Cal. Lab. Code §§ 510, *et seq.*]; (4) Failure to Provide Required Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (5) Failure to Provide Rest Periods [Cal. Lab. Code §§ 226.7 and 512]; (6) Failure to Provide Accurate Itemized Wage Statements

[Cal. Lab. Code §§ 226]; and (7) Failure to Provide Wages When Due [Cal. Lab. Code §§ 201, 202, and 203].

- 2.2. Solely for purposes of settling this case, the parties agree that pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On June 13, 2023, Plaintiff filed a First Amended Complaint for purposes of identifying Doe 1 as Defendant Jaylex, and for adding an additional cause of action for: Violations of the Private Attorneys General Act [Labor Code §§ 2698 et seq].
- 2.4. On November 29, 2023, Plaintiff filed a Second Amended Complaint for purposes of dismissing the class action claims and Plaintiff's individual claims, leaving a single cause of action for Violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq].
- 2.5. On June 3, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, (1) Certified Nursing Assistant Referral Agreement signed by Plaintiff; (2) Plaintiff's 2020-2022 1099A's; (3) Arbitration Agreement signed by Plaintiff (9/28/2020); (4) Plaintiff's income and check/payment history January 2022-November 2022; (5) ResCare Worker Facility Data; (6) ResCare Workers list 2021; (7) Schedule Summary 2021-2022; (8) ResCare Worker Payments 2022; and (9) ResCare Worker Payments 2023. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Settlement Approval:
 - 3.2.1 To Plaintiff: A Service Award to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose Plaintiff's request for a Service Award that does not exceed this amount. As part of the motion for settlement

approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.

- 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$131,666.66) and PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than ninety (90) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Four Thousand One Hundred Dollars and Zero Cents (\$4,100.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$4,100.00 or the Court approves payment less than \$ 4,100.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount in the amount of \$219,233.34 to be paid from the Gross Settlement Amount, with 75% (\$164,425.00) allocated to the LWDA PAGA Payment and 25% (\$54,808.34) allocated to the Individual PAGA Payments.
- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$54,808.34) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 200 Aggrieved Employees who worked a total of 2,868 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within seven (7) days after the Court grants Approval of the Settlement, Jaylex will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Claims Administration Expenses, the Attorneys' Fees, the Attorneys' Expenses, and the Service Award.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and

cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Community Law Project in accordance with CCP § 384 and subject to Court approval.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's General Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that she has, had or could have asserted against the Defendants (or any of them) that has or have ever occurred, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) the points and authorities in support of the Motion for Approval of Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Settlement Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. Apex Class Action LLC, has been selected to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Defendants do not object to Apex serving as Administrator hereunder. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 200 Aggrieved Employees who worked 2,868 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 10% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 10% of 2,868. For example, if the total Pay Periods in the PAGA Period are 110% of 2,868, the Gross Settlement Amount shall increase by 10%. Jaylex will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and Pay Periods they worked during the applicable PAGA Period one week prior to Plaintiff's deadline to file their motion for Settlement approval.

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

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

10. ADDITIONAL PROVISIONS.

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

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and

represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

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

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
Shani@zakaylaw.com

To Defendants:

TUCKER ELLIS, LLP.
201 Mission Street, Suite 2310
San Francisco, CA 94105
T: 415-617-2400
F: 415-617-2409
alex.barfield@tuckerellis.com

LESTER, CANTRELL & KRAUS, LLP
1770 Iowa Avenue, Suite 110
Riverside, CA 92507
T: 951-300-2690
F: 951-300-2694
dcantrell@lc-lawyers.com
mkraus@lc-lawyers.com

- 10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

Dated: Cp, 2024


Charlette Pere (Sep 23, 2024 19:26 PDT)

Plaintiff CHARLETTE PERE

Dated: September 24, 2024



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

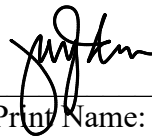
Dated: September 24, 2024



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

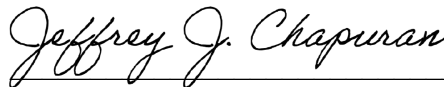
IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: September 30, 2024



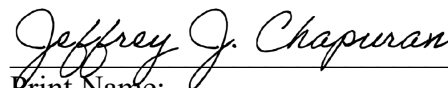
Print Name:
For Defendant
JAYLEX LLC

Dated: Oct. 9, 2024



Print Name:
For Defendant
RES-CARE, INC.

Dated: Oct. 9, 2024



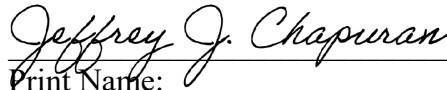
Print Name:
For Defendant
ROCKCREEK, INC.

Dated: Oct. 9, 2024



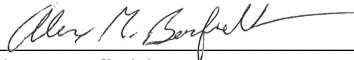
Print Name:
For Defendant
ALTERNATIVE CHOICES, INC.

Dated: Oct. 9, 2024



Print Name:
For Defendant
RSCR INLAND, INC.

Dated: Oct. 9, 2024



Alex Barfield, Esq.
TUCKER ELLIS, LLP
Attorney for Defendant

Dated: September 30, 2024



~~David Cantrell, Esq.~~ Matthew Kraus
LESTER, CANTRELL & KRAUS, LLP
Attorney for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against JAYLEX, LLC dba EZ CARELINK (“Defendant Jaylex”), Defendant RESCARE, INC. (“Defendant Rescare”), Defendant ROCKCREEK, INC. (“Defendant Rockcreek”), Defendant ALTERNATIVE CHOICES, INC., (“Defendant Alternative Choices”), Defendant RSCR INLAND, INC. (“Defendant RSCR Inland”) (hereinafter “Defendants”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff CHARLETTE PERE (“Plaintiff”) claimed that **she** and others who were classified as independent contractors were: (1) not free from Defendants’ control; (2) the work performed was not outside of Defendants’ usual course of business and (3) not engaged in an independently established trade, occupation or business. As a result, Plaintiff and other aggrieved employees worked time for which they were unlawfully not paid the correct minimum wage and overtime compensation. Further, Plaintiff and other aggrieved employees claim they were not provided with the legally required meal and rest breaks in accordance with California law. Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period.

Defendants deny these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former individuals classified as independent contractors who obtained work through Defendant Jaylex at a facility belonging to the ResCare Defendants during the period from July 5, 2022, to June 3, 2024. (“Aggrieved Employees”).

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until **[insert date]**.

This check is issued pursuant to the terms of the PAGA settlement in San Bernardino Superior Court Case No. CIVSB222164. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants.

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 Administrator; Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

EXHIBIT 2



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 55601

November 4, 2022

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

EZ CARELINK CORP.

c/o LegalZoom.com, Inc.

Joyce Yi

Sandra Menjivar

Vanity Alexander

Kathleen Capps

Tony Rivera Jr.

Carlos Chavez

Octavio Victor

101 N. Brand Blvd.

11th Floor

Glendale, CA 91203

Sent via Certified Mail and Return Receipt
7022 2410 0001 4932 6700

ROCKCREEK, INC.

c/o CSC – Lawyers Incorporating Service

2710 Gateway Oaks Dr., Suite 150N

Sacramento, CA 95833

Sent via Certified Mail and Return Receipt
7022 2410 0000 2184 1062

ALTERNATIVE CHOICES, INC.

c/o CSC – Lawyers Incorporating Service

2710 Gateway Oaks Dr., Suite 150N

Sacramento, CA 95833

Sent via Certified Mail and Return Receipt
7022 2410 0001 4932 6717

RES-CARE, INC.

c/o CSC – Lawyers Incorporating Service

2710 Gateway Oaks Dr., Suite 150N

Sacramento, CA 95833

Sent via Certified Mail and Return Receipt
7022 2410 0001 4932 6724

RSCR INLAND, INC.

c/o CSC – Lawyers Incorporating Service

2710 Gateway Oaks Dr., Suite 150N

Sacramento, CA 95833

Sent via Certified Mail and Return Receipt
7022 2410 0000 2181 2574

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and 3357, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff CHARLETTE PERE (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendants EZ CARELINK CORP. (“Defendant EZ Carelink”), RES-CARE, INC. (“Defendant Res-Care”), ROCKCREEK, INC. (“Defendant Rockcreek”), ALTERNATIVE CHOICES, INC. (“Defendant Alternative Choices”), and RSCR INLAND, INC. (“Defendant RSCR Inland”) (collectively “Defendants”). This office intends to file the enclosed 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 worked for Defendants in California from March of 2019 to July of 2022. Plaintiff was classified by Defendants as an independent contractor, however Plaintiff or any of the other workers who were classified as independent contractors were: (1) not free from Defendant's control, (2) the work performed was not outside of Defendant's usual course of business and (3) not engaged in an independently established trade, occupation or business. As a result, Plaintiff and other aggrieved employees worked time for which they were unlawfully not paid the correct minimum wage and overtime compensation. Further, Plaintiff and other aggrieved employees were not provided with the legally required meal and rest breaks in accordance with California law. Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period

As a consequence, Plaintiff contend that Defendants 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 Defendants' conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and 3357, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as individuals classified as independent contractors who worked for Defendant EZ Carelink and/or Defendant Res-Care and/or Defendant Rockcreek and/or Defendant Alternative Choices and/or Defendant RSCR Inland who performed work for Defendant Res-Care and/or Defendant Rockcreek and/or Defendant Alternative Choices and/or Defendant RSCR Inland in California during the relevant claim period.

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff CHARLETTE PERE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

CHARLETTE PERE, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

EZ CARELINK CORP., a California
corporation; RES-CARE, INC., a Kentucky
corporation; ROCKCREEK, INC., a
California corporation; ALTERNATIVE
CHOICES, INC., a California corporation;
RSCR INLAND, INC., a California
corporation and DOES 1 through 30,
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 WAGE STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;

7. FAILURE TO PROVIDE WAGES WHEN DUE
IN VIOLATION OF CAL. LAB. CODE §§ 201,
202 AND 203.

DEMAND FOR JURY TRIAL

Plaintiff CHARLETTE PERE ("PLAINTIFF"), an individual, on behalf of herself and all other similarly situated current and former independent contractors alleges on information and belief, except her own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF is an individual who works as a nurse assistant in California for defendants EZ CARELINK CORP. ("Defendant EZ Carelink"), a California corporation; RES-CARE, INC. ("Defendant Res-Care"), a Kentucky corporation; ROCKCREEK, INC. ("Defendant Rockcreek"), a California corporation; ALTERNATIVE CHOICES, INC. ("Defendant Alternative Choices"), a California corporation; and RSCR INLAND, INC. ("Defendant RSCR Inland"), a California corporation (hereinafter, collectively referred to as "DEFENDANTS" and/or "DEFENDANT"). PLAINTIFF alleges that DEFENDANTS have violated and continue to violate the California Labor Code protections applicable to California employees because DEFENDANTS have misclassified its California employees as independent contractors. In order to provide services to their patients, DEFENDANTS hire California workers to aid DEFENDANTS in providing services in the usual course of DEFENDANT's healthcare services to their clients. DEFENDANTS controlled and directed the work performed by PLAINTIFF and the other similarly situated misclassified California workers by, among other things, scheduling hours of work, providing job site information, and issuing written policies and procedures for the performance of work and conduct in the workplace. PLAINTIFF and the other similarly situated misclassified California workers are not and were not engaged in a customarily independently established trade, occupation or business as the same nature of the work performed. The costs, as proscribed by law, of the personnel hired to work for DEFENDANTS, includes not only the pay of these employees but the cost of the employer's share of tax payments to the federal and state governments for income taxes, social security taxes, Medicare insurance, unemployment insurance and payments for workers' compensation insurance. To avoid the payment of these legally proscribed expenses to the fullest extent possible, DEFENDANTS

1 devised a scheme to place the responsibility for the payment of these costs and expenses of
2 DEFENDANTS on the shoulders of PLAINTIFF and other similarly situated California employees.
3 As employer, DEFENDANTS are legally responsible for the payment of all these expenses. This
4 lawsuit is brought in order to collect the wages due to PLAINTIFF and all those similarly situated
5 misclassified independent contractors as DEFENDANTS' employees, the cost of the employer's
6 share of payments to the federal and state governments for income taxes, social security taxes,
7 Medicare insurance, unemployment insurance and payments for workers' compensation insurance,
8 plus penalties and interest.

9 THE PARTIES

10 2. Defendant EZ Carelink is a California corporation, that at all relevant times mentioned
11 herein conducted and continues to conduct substantial business in the State of California, County of
12 San Bernardino.

13 3. Defendant Res-Care is a Kentucky corporation, that at all relevant times mentioned
14 herein conducted and continues to conduct substantial business in the State of California, County of
15 San Bernardino.

16 4. Defendant Rockcreek is a California corporation, that at all relevant times mentioned
17 herein conducted and continues to conduct substantial business in the State of California, County of
18 San Bernardino.

19 5. Defendant Alternative Choices is a California corporation, that at all relevant times
20 mentioned herein conducted and continues to conduct substantial business in the State of California,
21 County of San Bernardino.

22 6. Defendant RSCR Inland is a California corporation, that at all relevant times
23 mentioned herein conducted and continues to conduct substantial business in the State of California,
24 County of San Bernardino.

25 7. Defendants were the joint employers of PLAINTIFF as evidenced by the contracts
26 signed and by the company PLAINTIFF performed work for respectively and are therefore jointly
27 responsible for employers for the conduct alleged herein as "DEFENDANTS" and/or
28 "DEFENDANT."

1 8. Defendant Res-Care, Defendant Rockcreek, Defendant Alternative Choices and
2 Defendant RSCR Inland utilize independent contractors to provide its clients with a variety of
3 healthcare services.

4 9. Defendant EZ Carelink owns and operates a staffing agency and staffs many
5 companies in California, including at Defendant Res-Care, Defendant Rockcreek, Defendant
6 Alternative Choices and Defendant RSCR Inland.

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

16 11. The agents, servants and/or employees of the DEFENDANTS and each of them acting
17 on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the
18 agent, servant and/or employee of the DEFENDANTS, and personally participated in the conduct
19 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
20 Consequently, the acts of DEFENDANTS are legally attributable to the other and all DEFENDANTS
21 are jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
22 proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

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

28 13. DEFENDANTS were PLAINTIFF’s employer or persons acting on behalf of

1 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
2 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
3 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
4 for each underpaid employee.

5 14. PLAINTIFF worked as a nurse assistant for DEFENDANTS from March 2019 to July
6 of 2022 and was at all times during her employment classified by DEFENDANTS as an independent
7 contractor.

8 15. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined
9 as all persons who are or previously were employed by Defendant EZ Carelink and/or Defendant Res-
10 Care and/or Defendant Rockcreek and/or Defendant Alternative Choices and/or Defendant RSCR
11 Inland who performed work for Defendant Res-Care and/or Defendant Rockcreek and/or Defendant
12 Alternative Choices and/or Defendant RSCR Inland in California as independent contractors
13 ("CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of
14 this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD"). The
15 amount in controversy for the aggregate claim of CALIFORNIA CLASS members is under five million
16 dollars (\$5,000,000.00).

17 16. DEFENDANT'S uniform policies and practices alleged herein were unlawful, unfair
18 and deceptive business practices whereby DEFENDANT retained and continues to retain wages and
19 other benefits due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

20 17. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
21 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other
22 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT'S past
23 and current unlawful conduct, and all other appropriate legal and equitable relief.

24 **THE CONDUCT**

25 **A. Misclassification**

26 18. DEFENDANTS engaged in a pattern and practice of misclassifying California workers
27 as independent contractors, hired to perform work and services core to DEFENDANTS' businesses, in
28 violation of California Labor Code Section 226.8. California Labor Code Section 226.8 provides that

1 “[i]t is unlawful for any person or employer to engage in ...[w]illful misclassification of an individual
2 as an independent contractor.” The penalty for willful misclassification of employees is a “civil penalty
3 of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
4 each violation, in addition to any other penalties or fines permitted by law.” It is further provided that,
5 in the event that an employer is found to have engaged in “a pattern or practice of these violations,” the
6 penalties increase to “not less than ten thousand dollars (\$10,000) and not more than twenty-five
7 thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by
8 law.” Cal. Labor Code § 226.8.

9 19. Similarly, PLAINTIFF and other members of the CALIFORNIA CLASS were not
10 compensated overtime wages for any of their time spent working in excess of eight (8) hours in a
11 workday, twelve (12) hours in a workday, and/or forty (40) hours in a workweek. PLAINTIFF and
12 other members of the CALIFORNIA CLASS were paid the hourly rate to perform labor services on
13 DEFENDANT’S behalf. PLAINTIFF and other workers were not compensated any other wages
14 besides the non-negotiable hourly rate. Specifically, DEFENDANTS would schedule PLAINTIFF’s
15 hours, which resulted, from time to time, in PLAINTIFF working throughout her shift without the
16 legally-required meal and rest periods. DEFENDANTS failed to pay PLAINTIFF any compensation
17 for overtime wages at the overtime rate of one-and-a-half times the regular rate of pay for any time
18 spent working in excess of eight (8) hours in a workday, twelve (12) hours in a workday, and/or forty
19 (40) hours in a workweek. The finite set of tasks required to be performed by the workers includes,
20 but is not limited to, ensuring the safety of the patients and facilitating various activities for the patients,
21 all in accordance with DEFENDANT’S business practices and policies.

22 20. As a result, stripped of all the legal fictions and artificial barriers to an honest
23 classification of the relationship between PLAINTIFF and all the other members of the CALIFORNIA
24 CLASS on the one hand, and DEFENDANTS on the other hand, PLAINTIFF and all the other members
25 of the CALIFORNIA CLASS are and were employees of DEFENDANTS and not independent
26 contractors of DEFENDANTS and should therefore be properly classified as non-exempt, hourly
27 employees.

28 21. The finite set of tasks required of PLAINTIFF and the other CALIFORNIA CLASS

1 members as defined by DEFENDANTS was executed by them through the performance of non-exempt
2 labor. Specifically, PLAINTIFF and other CALIFORNIA CLASS members performed non-exempt
3 tasks, including but not limited to, caring for patients by ensuring their safety and facilitating various
4 activities for the patients.

5 22. Although PLAINTIFF and the other CALIFORNIA CLASS members performed non-
6 exempt labor subject to DEFENDANT'S complete control over the manner and means of performance,
7 DEFENDANTS instituted a blanket classification policy, practice and procedure by which all of these
8 CALIFORNIA CLASS Members were classified as "independent contractors" exempt from
9 compensation for overtime worked, meal breaks and rest breaks, and reimbursement for business
10 related expenses. By reason of this uniform misclassification, the CALIFORNIA CLASS Members
11 were also required to pay DEFENDANT's share of payroll taxes and mandatory insurance premiums.
12 As a result of this uniform misclassification practice, policy and procedure applicable to PLAINTIFF
13 and the other CALIFORNIA CLASS Members who performed this work for DEFENDANT,
14 DEFENDANTS committed acts of unfair competition in violation of the California Unfair Competition
15 law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging in a company-wide policy,
16 practice and procedure which failed to properly classify PLAINTIFF and the other CALIFORNIA
17 CLASS members as employees and thereby failed to pay them wages for all time worked,
18 reimbursement of business related expenses, failed to provide them with meal and rest breaks, and
19 failed to reimburse these employees for the employer's share of payroll taxes and mandatory insurance.

20 23. DEFENDANTS, as a matter of law, has the burden of proving that employees are
21 properly classified and that DEFENDANTS otherwise comply with applicable laws. DEFENDANTS,
22 as a matter of corporate policy, erroneously and unilaterally classified all the CALIFORNIA CLASS
23 Members as independent contractors in violation of the California Labor Code and regulations
24 promulgated thereunder.

25 i. **Plaintiff and Other Members of the California Class Were Not Free from**
26 **the Control and Direction of Defendants**

27 24. DEFENDANTS controlled and directed the work performed by PLAINTIFF and the
28 other similarly situated misclassified California workers by, among other things, scheduling hours of

1 work, providing job site facility, enforcing a dress code and issuing written policies and procedures for
2 the performance of work and conduct in the workplace. Upon hire, the position was represented by
3 DEFENDANTS to PLAINTIFF and the other workers as an independent contractor position in
4 exchange for an hourly rate and/or flat rate of pay for the time they spend providing labor and services
5 to DEFENDANT's third-party clients and patients.

6 25. To perform their job duties, PLAINTIFF and the other members of the CALIFORNIA
7 CLASS perform work subject to the control of DEFENDANTS in that DEFENDANTS had the
8 authority to exercise complete control over the work performed and the manner and means in which
9 the work was performed. DEFENDANT provided the patients and DEFENDANT provided the
10 instructions as to how to perform their work. Specifically, DEFENDANT issues policies and
11 procedures regarding every work-related task performed by PLAINTIFF and other CALIFORNIA
12 CLASS members, including control and direction regarding, caring for patients by ensuring their safety
13 and facilitating various activities for the patients, all in accordance with DEFENDANT's business
14 practices and policies.

15 26. California Labor Code § 3357 defines "employee" as "every person in the service of an
16 employer under any appointment or contract of hire or apprenticeship, express or implied, oral or
17 written, whether lawfully or unlawfully employed." Additionally, to the California Labor Code's
18 presumption that workers are employees, the California Supreme Court has determined the most
19 significant factor to be considered in distinguishing an independent contractor from an employee is
20 whether the *employer or principal has control or the right to control the work both as to the work*
21 *performed and the manner and means in which the work is performed*. DEFENDANT heavily
22 controlled both the work performed and the manner and means in which the PLAINTIFF and other
23 workers performed their work in that:

24 (a) PLAINTIFF and other members of the CALIFORNIA CLASS were not
25 involved in a distinct business, but instead were provided with instructions as to how to
26 perform their work and the manner and means in which the work was to be performed
27 by means of DEFENDANT and DEFENDANT's manuals and written instructions;

28 (b) PLAINTIFF and other members of the CALIFORNIA CLASS were

continuously provided with training and supervision, including following DEFENDANT's company documents, and received training from DEFENDANT as to how and in what way to perform the services;

(c) DEFENDANT set the requirements as to what policies and procedures all of the workers were to follow, including but not limited to, flat rates and/or hourly rates and location of assignment;

(d) PLAINTIFF and other members of the CALIFORNIA CLASS had no opportunity for profit or loss because DEFENDANT only paid these workers a flat rate and/or an hourly rate. DEFENDANT controlled and assigned the workers which tasks were to be performed;

(e) PLAINTIFF and other members of the CALIFORNIA CLASS performed services and labor which are part of the core of DEFENDANT's principal business and is closely integrated with and essential to the employer's business of services and labor to their patients;

(f) PLAINTIFF and other members of the CALIFORNIA CLASS performed the work themselves and did not hire others to perform their work for them;

(g) PLAINTIFF and other members of the CALIFORNIA CLASS did not have the authority to make employment-related personnel decisions;

(h) PLAINTIFF and other members of the CALIFORNIA CLASS were provided with schedules to follow and patients to treat in accordance with DEFENDANT'S instructions;

(i) PLAINTIFF and other members of the CALIFORNIA CLASS performed their work in a particular order and sequence in accordance with DEFENDANTS' company policies; and,

(j) DEFENDANT had the "right" to control every critical aspect of DEFENDANT labor operation in that DEFENDANT provided the client or patient, assigned where PLAINTIFF and other members of the CALIFORNIA CLASS were to go, assigned the hourly rate or flat rate, enforced a dress code, and step by step instructions to

1 PLAINTIFF and other members of the CALIFORNIA CLASS as to the entire process
2 of working at DEFENDANTS' facility. PLAINTIFF and other workers provided
3 services and labor for DEFENDANTS' patients and were not actually in business for
4 themselves.

5 ii. **Plaintiff and Other Members of the California Class Did Not Perform Work**
6 **Outside the Usual Course of Defendant's Business**

7 27. DEFENDANT willfully misclassified PLAINTIFF and other members of the
8 CALIFORNIA CLASS who provided DEFENDANT with healthcare services for DEFENDANT's
9 clients. In other words, PLAINTIFF and other similarly situated California workers provided
10 DEFENDANT with work and services within the usual course of DEFENDANT's business.

11 28. Defendant EZ Carelink markets itself to the public, PLAINTIFF, and other members of
12 the CALIFORNIA CLASS as a staffing agency for various professions, including nursing and
13 caregiving. Defendant Res-Care, Defendant Rockcreek, Defendant Alternative Choices and Defendant
14 RSCR Inland market themselves to the public, PLAINTIFF and other members of the CALIFORNIA
15 CLASS as a provider of specialized healthcare services. As a result, DEFENDANT unquestionably
16 holds itself out to the public, PLAINTIFF and other members of the CALIFORNIA CLASS as a
17 provider of specialized healthcare services. Therefore, the performance of caring for patients by
18 ensuring the safety of the patients, ensuring that the patients are eating, and facilitating various activities
19 for the patients by PLAINTIFF and other members of the CALIFORNIA CLASS is not outside
20 DEFENDANT'S usual course of business.

21 iii. **Plaintiff and Other Members of the California Class Were Not Engaged in**
22 **an Independently Established Trade, Occupation, or Business of the Same**
23 **Nature as the Work Performed for Defendant**

24 29. PLAINTIFF and the other members of the CALIFORNIA CLASS are not and were not
25 engaged in a customarily independently established trade, occupation or business as the same nature of
26 the work performed.

27 **B. Meal Period Violations**

28 30. In California, an employer may not employ an employee for a work period of more than

1 five hours per day without providing the employee with a duty-free meal period of not less than thirty
2 minutes, except that if the total work period per day of the employee is no more than six hours, the
3 meal period may be waived by mutual consent of both the employer and employee. A second duty-free
4 meal period of not less than thirty minutes is required if an employee works more than ten hours per
5 day, except that if the total hours worked is no more than 12 hours, the second duty-free meal period
6 may be waived by mutual consent of the employer and employee only if the first meal period was not
7 waived. Labor Code Section 512.

8 31. If an employer fails to provide an employee a duty-free meal period in accordance with
9 an applicable IWC Order, the employer must pay one additional hour of pay at the employee's regular
10 rate of pay for each workday that the meal period is not provided. IWC Orders and Labor Code Section
11 226.7. This additional hour is not counted as hours worked for purposes of overtime calculations.

12 32. From time-to-time during the CLASS PERIOD, as a result of their misclassification as
13 independent contractors and their rigorous work schedules, PLAINTIFF and other CALIFORNIA
14 CLASS members were not provided with a thirty (30) minute duty-free meal period and were not fully
15 relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS members were
16 required from time-to-time to perform work as ordered by DEFENDANT for more than five (5) hours
17 during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to
18 provide PLAINTIFF and CALIFORNIA CLASS members with a second duty-free meal period for
19 some workdays in which these employees were required by DEFENDANT to work ten (10) hours of
20 work. PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
21 without additional compensation and in accordance with DEFENDANT's strict corporate policy and
22 practice. Moreover, PLAINTIFF and other members of the CALIFORNIA CLASS were not provided
23 with one-hour wages in lieu of their legally mandated duty-free meal and rest periods.

24 **C. Rest Period Violations**

25 33. The applicable IWC Wage Order requires that employers must authorize and permit
26 nonexempt employees to take a rest period that must, insofar as practicable, be taken in the middle of
27 each work period. The rest period is based on the total hours worked daily and must be at the minimum
28 rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof. The

1 Division of Labor Standards Enforcement (DLSE) considers anything more than two hours to be a
2 “major fraction” of four. A rest period is not required for employees whose total daily work time is less
3 than three and one-half hours. The rest period is counted as time worked and therefore, the employer
4 must pay for such periods.

5 34. If an employer fails to provide an employee a rest period in accordance with an applicable
6 IWC Order, the employer shall pay the employee one additional hour of pay at the employee’s regular
7 rate of pay for each workday that the rest period is not provided. Labor Code Section 226.7. Thus, if
8 an employer does not provide all of the rest periods required in a workday, the employee is entitled to
9 one additional hour of pay for that workday, not one additional hour of pay for each rest period that
10 was not provided during that workday.

11 35. From time-to-time during the CLASS PERIOD, as a result of their misclassification as
12 independent contractors and their rigorous work schedules PLAINTIFF and other CALIFORNIA
13 CLASS members were also required to work in excess of four (4) hours without being provided ten
14 (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten
15 (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and
16 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)
17 hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
18 (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided
19 with one-hour wages in lieu thereof. As a result of their misclassification and rigorous work schedules,
20 PLAINTIFF and other CALIFORNIA CLASS members were from time-to-time denied their proper
21 rest periods by DEFENDANT and DEFENDANT’S managers.

22 **D. Failure to Pay Minimum, Regular and Overtime Wages**

23 36. From time-to-time during the CLASS PERIOD, DEFENDANT failed to accurately
24 record and pay PLAINTIFF and other CALIFORNIA CLASS members for the actual amount of time
25 these employees work. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
26 is required to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked, meaning
27 the time during which an employee was subject to the control of an employer, including all the time
28 the employee was permitted or suffered to permit this work. DEFENDANT required PLAINTIFF and

CALIFORNIA CLASS members to work off the clock without paying them for all the time they were under DEFENDANT's control. PLAINTIFF and other CALIFORNIA CLASS Members also worked more than eight hours in a workday and/or forty hours in a workweek, but DEFENDANT failed to pay these employees overtime pay as DEFENDANT only paid a flat rate or an hourly rate for all time worked. Consequently, PLAINTIFF and other CALIFORNIA CLASS members forfeited minimum wages and overtime wage compensation by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records. As a result, DEFENDANT failed to compensate PLAINTIFF and the members of the CALIFORNIA CLASS all minimum, regular and overtime wages for all hours worked in violation of Labor Code §§ 1194, 1197, 1197.1, 1198 and 510.

E. Wage Statement Violations

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

38. From time-to-time during the CLASS PERIOD, as a result of, *inter alia*, of DEFENDANT's intentional and willful misclassification of PLAINTIFF and the members of the CALIFORNIA CLASS as independent contractors rather than employees, DEFENDANT failed to issue wage statements and/or issued inaccurate itemized wages statements to PLAINTIFF and the members of the CALIFORNIA CLASS that failed to accurately showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or

1 an employee identification number other than a social security number, (8) the name and address of the
2 legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.

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

8 **F. Unfair Competition**

9 40. By reason of this conduct applicable to PLAINTIFF and all the CALIFORNIA CLASS
10 members, DEFENDANT committed acts of unfair competition in violation of the California Unfair
11 Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging in a company-
12 wide policy, practice and procedure which failed to correctly classify PLAINTIFF and the
13 CALIFORNIA CLASS members as employees. The proper classification of these employees is
14 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet
15 this burden, DEFENDANT failed to pay all required wages for work performed by PLAINTIFF and
16 other CALIFORNIA CLASS Members and violated the California Labor Code and regulations
17 promulgated thereunder as herein alleged.

18 41. PLAINTIFF as a worker for DEFENDANT, was classified by DEFENDANT as an
19 independent contractor and thus did not receive pay for all time worked, including minimum and
20 overtime wages. During the CALIFORNIA CLASS PERIOD, PLAINTIFF was also required to
21 perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving
22 a meal or rest break as evidenced by daily time reports for PLAINTIFF. PLAINTIFF therefore forfeited
23 meal and rest breaks without additional compensation and in accordance with DEFENDANT's strict
24 corporate policy and practice which did not provide for mandatory meal and rest breaks. To date,
25 DEFENDANT has not fully paid PLAINTIFF all wages still owed to her or any penalty wages owed
26 to her under California Labor Code § 203. The amount in controversy for PLAINTIFF individually
27 does not exceed the sum or value of \$75,000.

28 **THE CALIFORNIA CLASS**

1 42. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
2 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action,
3 pursuant to Cal. Code of Civ. Proc. § 382, for violations during the CLASS PERIOD on behalf of the
4 CALIFORNIA CLASS. The amount in controversy for the aggregate claim of CALIFORNIA CLASS
5 Members is under five million dollars (\$5,000,000.00).

6 43. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS
7 against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

8 44. All CALIFORNIA CLASS members who performed and continue to perform this work
9 for DEFENDANT during the CLASS PERIOD are similarly situated in that they are subject to
10 DEFENDANT's policy and practice that required them to perform work without compensation as
11 required by law.

12 45. During the CLASS PERIOD, DEFENDANT violated the rights of the PLAINTIFF and
13 the CALIFORNIA CLASS members under California law, without limitation, in the following
14 manners:

15 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§
16 17200, *et seq.* the ("UCL"), in that DEFENDANT, while acting as employer, devised and implemented
17 a scheme whereby PLAINTIFF and the CALIFORNIA CLASS members are forced to unlawfully,
18 unfairly and deceptively shoulder the cost of DEFENDANT'S wages for all unpaid wages, business
19 related expenses, and DEFENDANT's share of employment taxes, social security taxes, unemployment
20 insurance and workers' compensation insurance;

21 (b) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§
22 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively having in place company policies,
23 practices and procedures that uniformly misclassified PLAINTIFF and the CALIFORNIA CLASS
24 members as independent contractors;

25 (c) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§
26 17200, *et seq.* the ("UCL"), by unlawfully, unfairly and/or deceptively failing to have in place a company
27 policy, practice and procedure that accurately determined the amount of working time spent by
28 PLAINTIFF and the CALIFORNIA CLASS members performing non-exempt employee labor;

1 (d) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code §§
2 17200, *et seq.* the ("UCL"), by failing to provide PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with all legally required meal and rest breaks; and,

4 (f) Committing an act of unfair competition in violation of the UCL, by violating
5 Cal. Lab. Code §§ 510, *et seq.*, by failing to pay the correct overtime pay to PLAINTIFF and the
6 members of the CALIFORNIA CLASS who were improperly classified as exempt, and retaining the
7 unpaid overtime to the benefit of DEFENDANT.

8 46. As a result of DEFENDANT's policies, practices and procedures, there are numerous
9 questions of law and fact common to all CALIFORNIA CLASS members who worked for during the
10 CLASS PERIOD. These questions include, but are not limited, to the following:

11 (a) Whether PLAINTIFF and other CALIFORNIA CLASS members were
12 misclassified as independent contractors by DEFENDANT;

13 (b) Whether the PLAINTIFF and the CALIFORNIA CLASS members all afforded
14 all the protections of the California Labor Code that apply when properly classified as non-exempt
15 employees;

16 (c) Whether DEFENDANT's policies, practices and pattern of conduct described in
17 this Complaint was and is unlawful;

18 (d) Whether DEFENDANT unlawfully failed to pay their share of state and federal
19 employment taxes as required by state and federal tax laws;

20 (e) Whether DEFENDANT's policy, practice and procedure of classifying the
21 CALIFORNIA CLASS members as independent contractors exempt from hourly wages laws for all
22 time worked and failing to pay the CALIFORNIA CLASS members all amounts due violates applicable
23 provisions of California State law;

24 (f) Whether DEFENDANT unlawfully failed to keep and furnish the CALIFORNIA
25 CLASS members with accurate records of all time worked;

26 (g) Whether DEFENDANT has engaged in unfair competition by the above-listed
27 conduct; and,

28 (h) Whether DEFENDANT's conduct was willful.

1 47. This Class Action meets the statutory prerequisites for the maintenance of a Class Action
2 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 class will benefit the
5 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 and will apply to every
8 CALIFORNIA CLASS member;

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 CALIFORNIA CLASS members, was
11 classified as an independent contractor upon hiring based on the defined corporate policies and practices
12 and labors under DEFENDANT'S procedure that failed to properly classify the PLAINTIFF and the
13 CALIFORNIA CLASS members. PLAINTIFF sustained economic injury as a result of DEFENDANT's
14 employment practices. PLAINTIFF and the CALIFORNIA CLASS members were and are similarly or
15 identically harmed by the same unlawful, unfair, deceptive and persuasive pattern of misconduct
16 engaged in by DEFENDANT by deceptively telling all the CALIFORNIA CLASS members that they
17 were not entitled to minimum wages, the employer's share of payment of payroll taxes and mandatory
18 insurance, and reimbursement for business expenses based on the defined corporate policies and
19 practices, and unfairly failed to pay these employees who were improperly classified as independent
20 contractors; and,

21 (d) The representative PLAINTIFF will fairly and adequately represent and protect
22 the interest of the CALIFORNIA CLASS, and has retained counsel who is competent and experienced
23 in Class Action litigation. There are no material conflicts between the claims of the representative
24 PLAINTIFF and the CALIFORNIA CLASS members that would make class certification inappropriate.
25 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all employees in the
26 CALIFORNIA CLASS.

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

1 (a) Without class certification and determination of declaratory, injunctive, statutory
2 and other legal questions within the class format, prosecution of separate actions by individual members
3 of the CALIFORNIA CLASS will create the risk of:

4 (i) Inconsistent or varying adjudications with respect to individual members
5 of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties
6 opposing the CALIFORNIA CLASS; and/or,

7 (ii) Adjudication with respect to individual members of the CALIFORNIA
8 CLASS which would as a practical matter be dispositive of the interests of the other members not party
9 to the adjudication or substantially impair or impeded their ability to protect their interests.

10 (b) The parties opposing the CALIFORNIA CLASS have acted on grounds generally
11 applicable to the CALIFORNIA CLASS making appropriate class-wide relief with respect to the
12 CALIFORNIA CLASS as a whole in that DEFENDANT uniformly classified and treated the
13 CALIFORNIA CLASS Members as independent contractors and, thereafter, uniformly failed to take
14 proper steps to determine whether the CALIFORNIA CLASS members were properly classified as
15 independent contractors, and thereby denied these employees' wages and payments for business
16 expenses and the employer's share of payroll taxes and mandatory insurance as required by law.

17 (i) With respect to the First Cause of Action, the final relief on behalf of the
18 CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim the
19 PLAINTIFF seeks declaratory relief holding that DEFENDANT's policies and practices constitute
20 unfair competition, along with incidental equitable relief as may be necessary to remedy the conduct
21 declared to constitute unfair competition.

22 (c) Common questions of law and fact exist as to members of the CALIFORNIA
23 CLASS with respect to the practices and violations of California and federal law as listed above, and
24 predominate over any question affecting only individual members, and a Class Action is superior to
25 other available methods for the fair and efficient adjudication of the controversy, including consideration
26 of:

27 (i) The interest of the CALIFORNIA CLASS members in individually
28 controlling the prosecution or defense of separate actions;

1 (ii) The extent and nature of any litigation concerning the controversy already
2 commenced by or against members of the CALIFORNIA CLASS;

3 (iii) In the context of wage litigation because as a practical matter a substantial
4 number of individual CALIFORNIA CLASS members will avoid asserting their legal rights out of fear
5 of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or
6 with a subsequent employer, the Class Action is the only means to assert their claims through a
7 representative;

8 (iv) The desirability or undesirability of concentration the litigation of the
9 claims in the particular forum;

10 (v) The difficulties likely to be encountered in the management of a Class
11 Action; and,

12 (vi) The basis of DEFENDANT'S policies and practices applied to all the
13 CALIFORNIA CLASS members.

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

16 (a) The questions of law and fact common to the CALIFORNIA CLASS
17 predominate over any question affecting only individual members;

18 (b) A Class Action is superior to any other available method for the fair and efficient
19 adjudication of the claims of the members of the CALIFORNIA CLASS;

20 (c) The CALIFORNIA CLASS members are so numerous that it is impractical to
21 bring all CALIFORNIA CLASS members before the Court;

22 (d) PLAINTIFF, and the CALIFORNIA CLASS Members, will not be able to obtain
23 effective and economic legal redress unless the action is maintained as a Class Action;

24 (e) There is a community of interest in obtaining appropriate legal and equitable
25 relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining
26 adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon
27 the CALIFORNIA CLASS;

28 (f) There is a community of interest in ensuring that the combined assets and

1 available insurance of DEFENDANT are sufficient to adequately compensate the CALIFORNIA
2 CLASS members for any injuries sustained;

3 (g) DEFENDANT has acted or has refused to act on grounds generally applicable to
4 the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the
5 CLASS as a whole;

6 (h) The members of the CALIFORNIA CLASS are readily ascertainable from the
7 business records of DEFENDANT; and,

8 (i) Class treatment provides manageable judicial treatment calculated to bring an
9 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
10 DEFENDANT's conduct as to the CALIFORNIA CLASS Members.

11 50. DEFENDANT maintain records from which the Court can ascertain and identify by
12 name and job title, each of DEFENDANT's employees who have been intentionally subjected to
13 DEFENDANT's corporate policies, practices and procedures as herein alleged. PLAINTIFF will seek
14 leave to amend the complaint to include any additional job titles of similarly situated employees when
15 they have been identified.

16 **THE CALIFORNIA LABOR SUB-CLASS**

17 51. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes
18 of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS
19 who are or previously were employed by Defendant EZ Carelink and/or Defendant Res-Care and/or
20 Defendant Rockcreek and/or Defendant Alternative Choices and/or Defendant RSCR Inland who
21 performed work for Defendant Res-Care and/or Defendant Rockcreek and/or Defendant Alternative
22 Choices and/or Defendant RSCR Inland in California as independent contractors (the "CALIFORNIA
23 LABOR SUB-CLASS) at any time during the period three (3) years prior to the filing of the Complaint
24 and ending on the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS
25 PERIOD") pursuant to Cal. Code of Civ. Proc § 382. The amount in controversy for the aggregate
26 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
27 (\$5,000,000.00).

28 52. DEFENDANTS, as a matter of corporate policy, practice and procedure, and in

1 violation of the applicable California Labor Code (“Labor Code”), and Industrial Welfare Commission
2 (“IWC”) Wage Order requirements intentionally, knowingly, and willfully, on the basis of job title
3 alone and without regard to the actual overall requirements of the job, systematically classified
4 PLAINTIFF and the other members of the CALIFORNIA LABOR SUBCLASS as independent
5 contractors in order to avoid the payment of all wages, and in order to avoid the obligations under the
6 applicable California Labor Code provisions. To the extent equitable tolling operates to toll claims by
7 the CALIFORNIA LABOR SUB-CLASS against DEFENDANTS, the CALIFORNIA LABOR SUB-
8 CLASS PERIOD should be adjusted accordingly.

9 53. DEFENDANTS maintain records from which the Court can ascertain and identify by
10 job title each of DEFENDANTS’ employees who as CALIFORNIA LABOR SUB-CLASS Members
11 have been systematically, intentionally and uniformly misclassified as independent contractors as a
12 matter of DEFENDANTS’ corporate policy, practices and procedures. PLAINTIFF will seek leave to
13 amend the complaint to include these additional job titles when they have been identified.

14 54. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
15 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

16 55. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS under
17 California law by:

18 (a) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by misclassifying and
19 thereby failing to pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the
20 correct minimum wages for which DEFENDANT is liable;

21 (b) Violating Cal. Lab. Code §§ 510, *et seq.*, by misclassifying and thereby failing
22 to pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct overtime
23 pay for a workday longer than eight (8) hours and/or a workweek longer than forty (40) hours for which
24 DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;

25 (c) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF
26 and the other members of the CALIFORNIA LABOR SUBCLASS with all legally required off-duty,
27 uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;

28 (d) Violating Cal. Lab. Code § 226 by failing to provide PLAINTIFF and the

1 members of the CALIFORNIA LABOR SUB-CLASS who were improperly classified as independent
2 contractors with an accurate itemized statement in writing showing the gross wages earned, the net
3 wages earned, all applicable hourly rates in effect during the pay period and the corresponding amount
4 of time worked at each hourly rate by the employee;

5 (e) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the
6 CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of
7 their job duties; and,

8 (f) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an
9 employee is discharged or quits from employment, the employer must pay the employee all wages due
10 without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner
11 required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have
12 terminated their employment.

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

15 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and
17 the disposition of their claims as a class will benefit the parties and the Court;

18 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
19 are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply
20 to every member of the CALIFORNIA LABOR SUB-CLASS;

21 (c) The claims of the representative PLAINTIFF are typical of the claims of each
22 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all other members of the
23 CALIFORNIA LABOR SUB-CLASS was improperly classified as an independent contractor and was
24 thus denied minimum wage pay and meal and rest breaks, among other things, as a result of
25 DEFENDANT's systematic classification practices. PLAINTIFF and all other members of the
26 CALIFORNIA LABOR SUB-CLASS sustained economic injuries arising from DEFENDANT's
27 violations of the laws of California; and,

28 (d) The representative PLAINTIFF will fairly and adequately represent and protect

1 the interest of the CALIFORNIA LABOR SUB-CLASS and has retained counsel who are competent
2 and experienced in Class Action litigation. There are no material conflicts between the claims of the
3 representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would
4 make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will
5 vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

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

8 (a) Without class certification and determination of declaratory, injunctive,
9 statutory and other legal questions within the class format, prosecution of separate actions by individual
10 members of the CALIFORNIA LABOR SUBCLASS will create the risk of: 1) Inconsistent or varying
11 adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which
12 would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR
13 SUB-CLASS; or, 2) Adjudication with respect to individual members of the CALIFORNIA LABOR
14 SUB-CLASS which would as a practical matter be dispositive of interests of the other members not
15 party to the adjudication or substantially impair or impede their ability to protect their interests.

16 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
17 refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making
18 appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in
19 that the DEFENDANT uniformly classified and treated the members of the CALIFORNIA LABOR
20 SUB-CLASS as independent contractors and, thereafter, uniformly failed to take proper steps to
21 determine whether the CALIFORNIA LABOR SUBCLASS Members were properly classified as
22 independent contractors, and thereby denied these employees the protections afforded to them under
23 the California Labor Code;

24 (c) Common questions of law and fact predominate as to the members of the
25 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California law as
26 listed above, and predominate over any question affecting only individual CALIFORNIA LABOR
27 SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and
28 efficient adjudication of the controversy, including consideration of:

1 i) The interests of the members of the CALIFORNIA LABOR SUB-
2 CLASS in individually controlling the prosecution or defense of separate actions in that the substantial
3 expense of individual actions will be avoided to recover the relatively small amount of economic losses
4 sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the
5 substantial expense and burden of individual prosecution of this litigation;

6 ii) Class certification will obviate the need for unduly duplicative litigation
7 that would create the risk of:

8 A. Inconsistent or varying adjudications with respect to individual
9 members of the CALIFORNIA LABOR SUBCLASS, which would establish incompatible standards
10 of conduct for the DEFENDANT; and/or,

11 B. Adjudications with respect to individual members of the
12 CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the
13 other members not parties to the adjudication or substantially impair or impede their ability to protect
14 their interests;

15 iii) In the context of wage litigation because a substantial number of
16 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of
17 fear of retaliation by DEFENDANT, which may adversely affect an individual's job with
18 DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims
19 through a representative; and,

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

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

26 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-
27 CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS
28 Members;

b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;

(d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT'S actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

(g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

(h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT; and,

(i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

JURISDICTION AND VENUE

59. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This Action is

1 brought as a Class Action on behalf PLAINTIFF and on behalf of similarly situated employees of
2 DEFENDANT pursuant to Cal. Code of Civ. Proc. Section 382.

3 60. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and 395.5,
4 because DEFENDANT (i) currently maintains and at all relevant times maintained its principal offices
5 and facilities in this County and/or conducts substantial business in this County, and (ii) committed the
6 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS and
7 CALIFORNIA LABOR SUB-CLASS.

8 **FIRST CAUSE OF ACTION**

9 **For Unlawful, Unfair and Deceptive Business Practices**

10 **[Cal. Bus. & Prof. Code §§ 17200, *et seq.*]**

11 **(By PLAINTIFF and the CALIFORNIA CLASS Against All DEFENDANT)**

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

14 62. DEFENDANT is a "person" as that term is defined under Cal. Bus. & Prof. Code §
15 17021.

16 63. Section 17200 of the California Business & Professions Code defines unfair competition
17 as any unlawful, unfair or fraudulent business act or practice. Section 17200 applies to violations of
18 labor laws in the employment context. Section 17203 authorizes injunctive, declaratory and/or other
19 equitable relief with respect to unfair competition as follows:

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

28 California Business & Professions Code § 17203.

64. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a
business practice which violates California law, including but not limited to the applicable Industrial
Wage Orders, the California Labor Code including Sections 201, 202, 203, 204, 210, 221, 226.7, 226.8,

1 510, 512, 1194, 1197, 1197.1, 1198, & 2802, and California Code of Regulations § 11090, for which
2 this Court should issue declaratory, injunctive, and other equitable relief, pursuant to Cal. Bus. & Prof.
3 § 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
4 including restitution of wages wrongfully withheld, business expenses wrongfully withheld and for the
5 payment of the employer's share of income taxes, social security taxes, unemployment insurance and
6 workers' compensation insurance.

7 65. By the conduct alleged herein DEFENDANT has obtained valuable property, money,
8 and services from PLAINTIFF, and the other members of the CALIFORNIA CLASS, and has deprived
9 them of valuable rights and benefits guaranteed by law, all to their detriment and to the benefit of
10 DEFENDANT so as to allow DEFENDANT to unfairly compete. Declaratory and injunctive relief is
11 necessary to prevent and remedy this unfair competition, and pecuniary compensation alone would not
12 afford adequate and complete relief.

13 66. All the acts described herein as violations of, among other things, the California Labor
14 Code, California Code of Regulations and the Industrial Welfare Commission Wage Orders, were
15 unlawful, were in violation of public policy, were immoral, unethical, oppressive, and unscrupulous,
16 and were likely to deceive employees, and thereby constitute deceptive, unfair and unlawful business
17 practices in violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.*

18 67. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent
19 in that DEFENDANT's policy and practice was to represent to the CALIFORNIA CLASS Members
20 that they were not entitled to overtime and minimum wages, payment for payroll taxes or mandatory
21 insurance and other benefits as required by California law, when in fact these representations were false
22 and likely to deceive and for which this Court should issue injunctive and equitable relief, pursuant to
23 Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

27 69. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and
28 do, seek such relief as may be necessary to restore to them the money and property which

1 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA
2 CLASS have been deprived, by means of the above described unlawful and unfair business practices,
3 including earned but unpaid wages for all time worked.

4 70. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
5 and do, seek a declaration that the described business practices were unlawful, unfair and deceptive,
6 and that injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful
7 and unfair business practices in the future.

8 71. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair and
9 deceptive in that DEFENDANT's policies, practices and procedures failed to provide all legally
10 required meal and rest breaks to PLAINTIFF and the other members of the CALIFORNIA CLASS as
11 required by Cal. Lab. Code §§ 226.7 and 512.

12 72. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
13 CALIFORNIA CLASS member, minimum wages, payment for the employer's share of payroll taxes
14 and mandatory insurance, and one (1) hour of pay for each workday in which an off-duty meal period
15 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday
16 in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

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

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

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

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

3 76. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and
4 do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA
6 CLASS have been deprived, by means of the above described unlawful and unfair business practices.

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

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

18 **SECOND CAUSE OF ACTION**

19 **For Failure to Pay Minimum Wages**

20 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All DEFENDANT)**

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

25 80. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring
26 a claim for DEFENDANT'S willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately calculate and
28 pay minimum wages to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members.

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

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

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

8 84. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other members
9 of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they worked.
10 As set forth herein, DEFENDANT'S policy and practice was to unlawfully and intentionally deny
11 timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR
12 SUB-CLASS.

13 85. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
15 implementing a policy and practice that denied accurate compensation to PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS regarding minimum wage pay.

17 86. In committing these violations of the California Labor Code, DEFENDANT inaccurately
18 calculate the correct time worked and consequently underpays the actual time worked by PLAINTIFF
19 and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal
20 attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor
21 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

22 87. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS do not receive the
24 correct minimum wage compensation for their time worked for DEFENDANT.

25 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
26 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they were
27 entitled to, constituting a failure to pay all earned wages.

28 89. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned compensation

1 to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for the true time
2 they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS have
3 suffered and will continue to suffer an economic injury in amounts which are presently unknown to
4 them and which will be ascertained according to proof at trial.

5 90. DEFENDANT knew or should have known that PLAINTIFF and the other members of
6 the CALIFORNIA LABOR SUB-CLASS are under compensated for their time worked.
7 DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to not pay
8 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members for their labor and
9 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members of the
10 CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

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

19 92. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
20 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as
21 the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California
22 Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined
23 to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have terminated their
24 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
25 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
26 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members.
27 DEFENDANT'S conduct as alleged herein was willful, intentional and not in good faith. Further,
28 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover

1 statutory costs.

2 **THIRD CAUSE OF ACTION**

3 **For Failure to Pay Overtime Wages**

4 **[Cal. Lab. Code §§ 510, 1194, & 1198]**

5 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All DEFENDANT)**

6 93. PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members reallege and
7 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

8 94. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT failed to pay
9 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members overtime wages for the time they
10 worked in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510 &
11 1198, even though PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members were regularly
12 required to work, and did in fact work, overtime that DEFENDANT never recorded as evidenced by
13 DEFENDANT'S business records and witnessed by DEFENDANT'S employees.

14 95. By virtue of DEFENDANT'S unlawful failure to pay compensation to PLAINTIFF and
15 the CALIFORNIA CLASS Members for all overtime worked by these employees, PLAINTIFF and
16 CALIFORNIA LABOR SUB-CLASS Members have suffered, and will continue to suffer, an
17 economic in amounts which are presently unknown to them and which can be ascertained according to
18 proof at trial.

19 96. DEFENDANT knew or should have known that PLAINTIFF and the CALIFORNIA
20 CLASS Members were misclassified as independent contractors and DEFENDANT elected, either
21 through intentional malfeasance or gross nonfeasance, not to pay them for their labor as a matter of
22 corporate policy, practice and procedure.

23 97. PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members therefore request
24 recovery of all compensation according to proof, interest, costs, as well as the assessment of any
25 statutory penalties against DEFENDANT in a sum as provided by the California Labor Code and/or
26 other statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA
27 LABOR SUB-CLASS Members who have terminated their employment, these employees would also
28 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.

1 Further, PLAINTIFF and the CALIFORNIA LABOR SUBCLASS Members are entitled to seek and
2 recover statutory costs.

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

11 **FOURTH CAUSE OF ACTION**

12 **For Failure to Provide Required Meal Periods**

13 **[Cal. Lab. Code §§ 226.7 & 512]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
15 **DEFENDANT)**

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

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

1 result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore
2 forfeited meal breaks without additional compensation and in accordance with DEFENDANT’S strict
3 corporate policy and practice.

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

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

12 **FIFTH CAUSE OF ACTION**

13 **For Failure to Provide Required Rest Periods**

14 **[Cal. Lab. Code §§ 226.7 & 512]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All DEFENDANT)**

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

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

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

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

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All DEFENDANT)

107. 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 of this Complaint.

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

109. From time-to-time during the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT issued inaccurate itemized wages statements to PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that failed to accurately showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or

1 an employee identification number other than a social security number, (8) the name and address of the
2 legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.

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

8 111. DEFENDANT knowingly and intentionally failed to comply with Labor Code § 226,
9 causing damages to PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS.
10 These damages include, but are not limited to, costs expended calculating the true amount of time
11 worked and the amount of employment taxes which were not properly paid to state and federal tax
12 authorities. These damages are difficult to estimate. Therefore, PLAINTIFF, and the other members
13 of the CALIFORNIA LABOR SUB-CLASS elect to recover liquidated damages of \$50.00 for the
14 initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay
15 period pursuant to Labor Code § 226, in an amount according to proof at the time of trial (but in no
16 event more than \$4,000.00 for PLAINTIFF and each respective member of the CALIFORNIA LABOR
17 SUB-CLASS herein).

18 **SEVENTH CAUSE OF ACTION**

19 **For Failure to Pay Wages When Due**

20 **[Cal. Lab. Code §§ 201, 202 and 203]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All DEFENDANT)**

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

25 113. Cal. Lab. Code § 200 states that:

26 As used in this article:

27 (a) "Wages" includes all amounts for labor performed by
28 employees of every description, whether the amount is fixed or ascertained

1 by the standard of time, task, piece, Commission basis, or other method of
2 calculation.

3 (b) "Labor" includes labor, work, or service whether rendered or
4 performed under contract, subcontract, partnership, station plan, or other
5 agreement if the labor to be paid for is performed personally by the person
6 demanding payment.

7 114. Cal. Lab. Code § 201 states, in relevant part, that "If an employer discharges an
8 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

9 115. Cal. Lab. Code § 202 states, in relevant part, that:

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

20 116. There was no definite term in PLAINTIFF's or any other CALIFORNIA LABOR SUB-
21 CLASS Members' employment contract.

22 117. Cal. Lab. Code § 203 states:

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

118. The employment of PLAINTIFF and many other CALIFORNIA LABOR SUB-CLASS Members has terminated, yet as to those individuals whose employment terminated, DEFENDANT did not timely tender payment of all wages owed as required by law.

119. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the members of the CALIFORNIA LABOR SUB-CLASS whose employment terminated, PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of termination for all individuals in the CALIFORNIA LABOR SUB-CLASS who terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD plus interest and statutory costs as allowed.

PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining
DEFENDANT from engaging in similar unlawful conduct as set forth herein;

C) An order requiring DEFENDANT to pay minimum and overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

D) Restitutionary disgorgement of DEFENDANT’S ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT’S violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) Compensatory damages, according to proof at trial, including compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable

1 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

2 C) The wages of all terminated individuals in the CALIFORNIA LABOR SUB-
3 CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is
4 commenced, in accordance with Cal. Lab. Code § 203;

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

9 E) Meal and rest period compensation pursuant to California Labor Code Section
10 226.7 and the applicable IWC Wage Order;

11 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
12 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit; and,

13 G) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197.

14 3. On all claims:

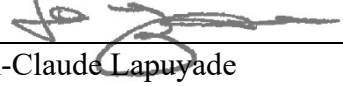
15 A) An award of interest, including prejudgment interest at the legal rate;

16 B) Such other and further relief as the Court deems just and equitable; and,

17 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
18 law, including, but not limited to, pursuant to Labor Code §226, §1194, and/or §2802.

19
20 Dated: November __, 2022

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

21
22
23 By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

24
25 **DEMAND FOR JURY TRIAL**

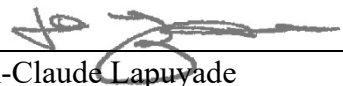
26 PLAINTIFF demands a jury trial on all issues triable to a jury.

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28 Dated: November __, 2022

Respectfully Submitted,

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JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EZ Carelink Corp
c/o Legal Zoom, Inc.
101 N Brand Blvd, 11th floor
Glendale, CA 91203



9590 9402 7624 2122 8186 56

2. Article Number (Transfer from service label)

7022 2410 0001 4932 6700

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

11/04/22 Pere 002-394

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Registered Mail Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rock Creek, Inc.
C/O CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr, Ste 150N
Sacramento, CA 95833



9590 9402 7624 2122 8186 32

2. Article Number (Transfer from service label)

7022 2410 0000 2184 1062

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Print Name) C. Date of Delivery

SHAMEEL MOHAMMED
A/A/O CSCD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ NoNOV 07 2022
11/04/22 Pere 002-394

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RSCR Inland, Inc.
C/O CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr, Ste 150N
Sacramento, CA 95833



9590 9402 7624 2122 8186 49

2. Article Number (Transfer from service label)

7022 2410 0000 2181 2574

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Print Name) C. Date of Delivery

SHAMEEL MOHAMMED
A/A/O CSCD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ NoNOV 07 2022
11/04/22 Pere 002-394

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alternative Choices, Inc.
C/O CSC-Lawyers Incorporating Service
2710 Gateway Oaks Dr, Ste 150N
Sacramento, CA 95833



9590 9402 7624 2122 8186 87

2. Article Number (Transfer from service label)

7022 2410 0001 4932 6717

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Print Name) C. Date of Delivery

SHAMEEL MOHAMMED
A/A/O CSCD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ NoNOV 07 2022
11/04/22 Pere 002-394

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Res-Care, Inc.
 c/o CSC Lawyers Incorporating Service
 2710 Gateway Oaks Dr, Ste 150N
 Sacramento, CA 95833



9590 9402 7624 2122 8186 70

2. Article Number (Transfer from service label)

7022 2410 0001 4932 6724

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Print Name)

C. Date of Delivery

SHAMEEL MOHAMMED

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NOV 07 2022

11/07/22 Rere 003/394

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (0) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time Activity: All Dates
Pere v. EZ Carelink (002-394)

Activity Date	Employee	Memo/Description	Rate	Duration	Amount	Balance
04/07/2023	Monnett DeLaTorre	Review Complaint, PAGA notice, client intake and client records and prepare analysis of relevant information to assist in litigation of the case.	625.00	2.8	1,750.00	1,750.00
05/04/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Case Status and M&C Call	700.00	0.5	350.00	2,100.00
05/10/2023	Monnett DeLaTorre	Prepare for call with defense counsel to discuss status of the case and named defendants.	625.00	0.5	312.50	2,412.50
05/10/2023	Monnett DeLaTorre	Teleconference with opposing counsel to discuss defendants, appearances, stipulation to amend complaint and potential early mediation.	500.00	0.3	150.00	2,562.50
05/10/2023	Monnett DeLaTorre	Prepare detailed summary of call with defense counsel and develop strategy for amending complaint to add PAGA.	625.00	0.5	312.50	2,875.00
05/18/2023	Monnett DeLaTorre	Review initial case management report and prepare edits regarding adding information regarding potential need to default named Defendant.	625.00	0.4	250.00	3,125.00
05/25/2023	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	700.00	0.8	560.00	3,685.00
06/06/2023	Monnett DeLaTorre	Review joint CMS, emails with opposing counsel, status of stipulation and speak to litigation team in preparation for ICMC with the court.	500.00	0.5	250.00	3,935.00
06/09/2023	Monnett DeLaTorre	Review and respond to emails from defense counsel regarding attending CMC with the court.	625.00	0.1	62.50	3,997.50
06/09/2023	Monnett DeLaTorre	Attend CMC with the court and prepare summary of court's orders for litigation team.	625.00	1	625.00	4,622.50
06/09/2023	Monnett DeLaTorre	Follow up emails to and from defense counsel regarding CMC and court's directive as to second call.	625.00	0.3	187.50	4,810.00
06/09/2023	Monnett DeLaTorre	Email to defense counsel to confirm their appearance for the hearing as directed by the court.	625.00	0.1	62.50	4,872.50
06/09/2023	Monnett DeLaTorre	Review and finalize FAC to be filed to add PAGA and clean up named entities	625.00	1.5	937.50	5,810.00
06/09/2023	Monnett DeLaTorre	Team strategy discussions regarding Judge's order as to phased discovery and recent communications with OC regarding wanted to discuss entities named.	625.00	0.5	312.50	6,122.50
06/22/2023	Sydney Castillo-Johnson	File maintenance	450.00	0.25	112.50	6,235.00
07/05/2023	Monnett DeLaTorre	Review and edit amended PAGA letter to add correct Defendant.	625.00	0.7	437.50	6,672.50
07/11/2023	Monnett DeLaTorre	Email to all counsel regarding taking matter to mediation and mediators recommended.	625.00	0.1	62.50	6,735.00
07/11/2023	Monnett DeLaTorre	Evaluate status of case and develop strategy plan to re-introduce mediation discussions now that second defendant has been named and is represented.	625.00	0.5	312.50	7,047.50
07/31/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re NOA	700.00	0.3	210.00	7,257.50
08/03/2023	Monnett DeLaTorre	Detailed email to defense counsel regarding several points related to Arbitration agreement and seeking following up information from Defendant in order to evaluate agreement.	625.00	0.7	437.50	7,695.00
08/03/2023	Monnett DeLaTorre	Review and respond to email from defense counsel regarding presentation of arbitration agreement and defense counsel's position that class claims are to be dismissed.	625.00	0.1	62.50	7,757.50
08/03/2023	Monnett DeLaTorre	Evaluation of arbitration agreement, review of applicable law, prepare summary of relevant points that could be contested and conduct strategy discussion with litigation team	625.00	2.5	1,562.50	9,320.00
08/03/2023	Sydney Castillo-Johnson	Case management - emails re: arb agreement	450.00	0.75	337.50	9,657.50
08/04/2023	Monnett DeLaTorre	Email to client with Arbitration Agreement for evaluation.	625.00	0.1	62.50	9,720.00
08/04/2023	Monnett DeLaTorre	Email to client with docusign summary confirming execution of arbitration agreement.	625.00	0.1	62.50	9,782.50
08/04/2023	Monnett DeLaTorre	Review and respond to email from defense counsel regarding docusign confirmation and review docusign confirmation page.	625.00	0.4	250.00	10,032.50
08/04/2023	Monnett DeLaTorre	Email to defense counsel requesting docusign summary page.	625.00	0.1	62.50	10,095.00
08/04/2023	Monnett DeLaTorre	Follow up discussion with client regarding Arbitration Agreement and provide summary to team of discussion and issues related to Arbitration Agreement.	625.00	1	625.00	10,720.00
08/04/2023	Monnett DeLaTorre	Teleconference with the client to discuss Arbitration Agreement and prepare analysis of relevant information shared by client regarding the same.	625.00	1	625.00	11,345.00
08/04/2023	Monnett DeLaTorre	Review and finalize special interrogatories to be sent to newly added Defendant.	625.00	0.8	500.00	11,845.00

08/04/2023	Monnett DeLaTorré	Follow up strategy meeting with litigation team to discuss logistics of enforcing Arbitration of one defendant and whether other Defendant can benefit from the same.	625.00	0.6	375.00	12,220.00
08/05/2023	Jean Claude Lapuyade	Legal Research - Arbitration Enforceability	700.00	3	2,100.00	14,320.00
08/07/2023	Monnett DeLaTorré	Team strategy meeting regarding stay of case, serving additional discovery and recent communications with defense counsel that impact scope of information sought in discovery.	625.00	0.5	312.50	14,632.50
08/07/2023	Monnett DeLaTorré	Discuss JPA with litigation team and scope of information shared with client as to JPA.	625.00	0.4	250.00	14,882.50
08/07/2023	Monnett DeLaTorré	Review and amend discovery to be served to newly added Defendant and send team clarification and modification as to class definition.	625.00	0.7	437.50	15,320.00
08/09/2023	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	700.00	1	700.00	16,020.00
08/09/2023	Monnett DeLaTorré	Review and respond to email from other defense counsel as to position by Defendants regarding Arbitration and mediation.	625.00	0.1	62.50	16,082.50
08/09/2023	Monnett DeLaTorré	Review and respond to email from OC regarding client's position as to signature on Arbitration Agreement	625.00	0.1	62.50	16,145.00
08/09/2023	Monnett DeLaTorré	Review and modify CMS.	625.00	0.4	250.00	16,395.00
08/09/2023	Sydney Castillo-Johnson	Review joint CMS	450.00	0.3	135.00	16,530.00
08/14/2023	Jean Claude Lapuyade	Fact Investigation - R&R Pere Client File and Employee File	700.00	2.6	1,820.00	18,350.00
08/14/2023	Monnett DeLaTorré	Detailed strategy discussion with team regarding enforceability of Arbitration Agreement and strategy moving forward.	625.00	0.6	375.00	18,725.00
08/14/2023	Monnett DeLaTorré	Detailed follow up discussions with litigation team regarding strategy to be carried forward as to Arbitration and case in light of Adolf	625.00	0.7	437.50	19,162.50
08/14/2023	Sydney Castillo-Johnson	Case management - arb	450.00	1	450.00	19,612.50
08/14/2023	Sydney Castillo-Johnson	Case management - arb agreement	450.00	1	450.00	20,062.50
08/17/2023	Jean Claude Lapuyade	Law and Motion - Meet and Confer Letters to/from OC Re MTC Arb.	700.00	1.5	1,050.00	21,112.50
08/17/2023	Monnett DeLaTorré	Email to defense counsel confirming we will stipulate to arbitration and follow up questions regarding other named Defendants and whether other agreements exist that explicitly refer to them.	625.00	0.1	62.50	21,175.00
08/17/2023	Monnett DeLaTorré	Review detailed email from Defense providing detailed explanation and responses to several questions regarding Arbitration and practices of Defendants.	625.00	0.3	187.50	21,362.50
08/18/2023	Jean Claude Lapuyade	Law and Motion - R&R Research Memo on 3rd Party Bene. to Arb. Agreement	700.00	2	1,400.00	22,762.50
08/18/2023	Monnett DeLaTorré	Strategy meeting with Ms. Joyce to discuss third party beneficiary theory on impact of enforceability of Arbitration Agreement.	625.00	1	625.00	23,387.50
08/18/2023	Monnett DeLaTorré	Review and respond to email from Defense counsel requesting extension of time to file responsive pleading.	625.00	0.1	62.50	23,450.00
08/21/2023	Monnett DeLaTorré	Review CMS's and prepare for CMC with the court.	625.00	0.4	250.00	23,700.00
08/22/2023	Monnett DeLaTorré	Prepare summary of what will be agreed to via stipulation regarding claims and Arbitration.	625.00	0.4	250.00	23,950.00
08/22/2023	Monnett DeLaTorré	Email to all defense counsel confirming Plaintiff will agree to stipulate as to all Defendants with respect to Arbitration and dismissal of class claims.	625.00	0.1	62.50	24,012.50
08/22/2023	Monnett DeLaTorré	Attend CMC with the court via Courtcall and provide summary update to litigation team.	500.00	1.6	800.00	24,812.50
08/24/2023	Jean Claude Lapuyade	Pleadings - R&R Stip to Stay and Arbitrate	700.00	1.5	1,050.00	25,862.50
09/06/2023	Jean Claude Lapuyade	Law and Motion - Revise and Edited Mediation Brief	700.00	2.6	1,820.00	27,682.50
09/12/2023	Monnett DeLaTorré	Review and redline stipulation with respect to dismissal of class claims, Arbitration, and filing amended complaint for rep. action only	625.00	1.6	1,000.00	28,682.50
09/12/2023	Monnett DeLaTorré	Team strategy meeting as to scope of redlines to make to stipulation to Arbitration and what was agreed to within the terms of the Arbitration Agreement.	625.00	0.5	312.50	28,995.00
09/13/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Arb.	700.00	0.2	140.00	29,135.00
09/13/2023	Monnett DeLaTorré	Prepare detailed summary of what is permitted under the Arbitration Agreement and scope of discovery that will be permitted and/or can be pushed.	625.00	0.5	312.50	29,447.50
09/13/2023	Monnett DeLaTorré	Email to defense counsel with redline changes to stipulation to Arbitrate.	625.00	0.1	62.50	29,510.00
09/13/2023	Monnett DeLaTorré	Strategy meeting with the team regarding additional redlines to be made to stipulation to Arbitrate.	625.00	0.3	187.50	29,697.50
09/15/2023	Monnett DeLaTorré	Review and edit amended complaint.	625.00	1	625.00	30,322.50
09/20/2023	Monnett DeLaTorré	Follow up email to defense counsel regarding any additional comments or edits to the stipulation to be made prior to filing.	625.00	0.1	62.50	30,385.00
09/20/2023	Monnett DeLaTorré	E-mail to defense counsel with draft redlined SAC.	625.00	0.1	62.50	30,447.50
09/26/2023	Monnett DeLaTorré	Follow up emails to defense counsel regarding status of stipulation	625.00	0.1	62.50	30,510.00

10/04/2023	Sydney Castillo-Johnson	Review dec to dismiss and proposed order	450.00	0.4	180.00	30,690.00
10/09/2023	Monnett DeLaTorre	Follow up email to defense counsel regarding interest as to mediation.	625.00	0.1	62.50	30,752.50
10/09/2023	Monnett DeLaTorre	Review and respond to email from defense counsel for Jaylex and position regarding mediation.	625.00	0.1	62.50	30,815.00
10/10/2023	Sydney Castillo-Johnson	Emails re mediation	450.00	0.3	135.00	30,950.00
10/11/2023	Monnett DeLaTorre	Strategy meeting with litigation team regarding scope of employees to be covered as part of any mediation.	625.00	0.4	250.00	31,200.00
10/11/2023	Monnett DeLaTorre	Review and respond to email from Defense counsel regarding scope of employees or individuals to be covered for purposes of mediation.	625.00	0.1	62.50	31,262.50
10/25/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	31,472.50
10/25/2023	Monnett DeLaTorre	Review and respond to email from other defense counsel confirming agreement to go to mediation and conduct team strategy meeting as to scope of mediator's to be recommended.	625.00	0.4	250.00	31,722.50
11/06/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.7	490.00	32,212.50
11/10/2023	Monnett DeLaTorre	Follow up email to all defense counsel regarding selection of mediator and mediation date.	625.00	0.1	62.50	32,275.00
11/14/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	32,485.00
11/14/2023	Monnett DeLaTorre	Team meeting regarding mediation, need to secure revised dates and status of Agreement by the parties.	625.00	0.2	125.00	32,610.00
11/14/2023	Monnett DeLaTorre	Review and exchange emails with defense counsel regarding selection of mediator and mediation date.	625.00	0.2	125.00	32,735.00
11/16/2023	Monnett DeLaTorre	Team strategy discussion regarding stip to stay pending mediation and scope of information to be included including production date.	625.00	0.4	250.00	32,985.00
11/17/2023	Monnett DeLaTorre	Review and edit stipulation to stay and data demand related to mediation to be sent to defense counsel	625.00	1	625.00	33,610.00
11/28/2023	Monnett DeLaTorre	Litigation team meeting regarding scope of records to be expected by Defense given we have a PAGA only misclassification case.	625.00	0.5	312.50	33,922.50
12/28/2023	Monnett DeLaTorre	Detailed emails to and from defense counsel regarding data demand, scope of information sought, scope of individuals to be covered and scope of information requested	625.00	0.5	312.50	34,235.00
12/29/2023	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.7	490.00	34,725.00
01/05/2024	Monnett DeLaTorre	Review Stipulation for protective order sent by Defense and confirm agreement	625.00	1	625.00	35,350.00
01/08/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re PO	700.00	0.3	210.00	35,560.00
01/08/2024	Jean Claude Lapuyade	Discovery - R&R Mediation Production	700.00	2	1,400.00	36,960.00
01/09/2024	Monnett DeLaTorre	Follow up email to defense counsel regarding scope of information requested for mediation and agreed to be produced.	625.00	0.1	62.50	37,022.50
01/10/2024	Monnett DeLaTorre	Follow up email to defense counsel regarding mediation production.	625.00	0.1	62.50	37,085.00
01/11/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Data Production	700.00	0.8	560.00	37,645.00
01/11/2024	Monnett DeLaTorre	Follow up email to defense counsel regarding mediation data production.	625.00	0.1	62.50	37,707.50
01/11/2024	Monnett DeLaTorre	Conduct research on issue of relating back Amended PAGA notice to original notice and issue of incorrectly named Defendant.	625.00	2	1,250.00	38,957.50
01/11/2024	Monnett DeLaTorre	Follow up emails to defense counsel seeking explanation of records produced and additional information needed for mediation.	625.00	0.5	312.50	39,270.00
01/11/2024	Monnett DeLaTorre	Review and respond to email from expert regarding scope of any additional data to be produced.	625.00	0.1	62.50	39,332.50
01/11/2024	Monnett DeLaTorre	Begin reviewing all documents provided by Defense counsel and prepare summary of relevant information to be used for mediation.	625.00	2	1,250.00	40,582.50
01/22/2024	Monnett DeLaTorre	Follow up email to expert regarding additional records obtained from defense including IC agreement and 1099s and review additional records received, including preparing summary of relevant information for mediation.	625.00	1.2	750.00	41,332.50
01/23/2024	Monnett DeLaTorre	Teleconference with client to obtain additional information needed for mediation and mediation brief and prepare summary of information.	625.00	1	625.00	41,957.50
01/24/2024	Monnett DeLaTorre	Prepare detailed questions for client regarding Referral Agreement produced by Defense and evaluating whether exception or exemption will apply for purposes of mediation.	625.00	2.2	1,375.00	43,332.50
01/24/2024	Monnett DeLaTorre	Email client list of questions and additional information needed in order to determine whether exemption will apply.	625.00	0.1	62.50	43,395.00
01/25/2024	Andrea Amaya	Fact investigation. T/C with client re: 1099 employment.	425.00	0.6	255.00	43,650.00
01/26/2024	Andrea Amaya	Fact investigation. Research re: PAGA notice.	425.00	4	1,700.00	45,350.00
01/26/2024	Monnett DeLaTorre	Review detailed summary of answers provided by client as to several questions for purposes of evaluating whether exemption will apply and arguments that can be made against for purposes of mediation and mediation brief.	625.00	1.2	750.00	46,100.00
01/29/2024	Monnett DeLaTorre	Review email from defense counsel regarding need to continue mediation.	625.00	0.1	62.50	46,162.50

01/31/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Rescheduled Mediation	700.00	0.5	350.00	46,512.50
02/01/2024	Andrea Amaya	Case management/fact investigation. Discuss status of case w/ team.	425.00	0.1	42.50	46,555.00
02/06/2024	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.3	210.00	46,765.00
02/07/2024	Monnett DeLaTorre	Review and revise tolling agreement.	625.00	0.5	312.50	47,077.50
02/08/2024	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Tolling Agreement	700.00	1	700.00	47,777.50
02/08/2024	Monnett DeLaTorre	Email all counsel regarding request for tolling agreement.	625.00	0.1	62.50	47,840.00
02/16/2024	Monnett DeLaTorre	Follow up email to all counsel regarding tolling agreement.	625.00	0.1	62.50	47,902.50
02/27/2024	Monnett DeLaTorre	Follow up email to all counsel regarding tolling agreement.	625.00	0.1	62.50	47,965.00
03/06/2024	Jean Claude Lapuyade	Pleadings - R&R Answer	700.00	1.6	1,120.00	49,085.00
03/07/2024	Monnett DeLaTorre	Follow up with defense counsel regarding arbitration; calculate statute of limitations on Arb. demand, conduct strategy meeting with litigation team regarding filing Arb. demand and prepare Arb. Demand to be filed.	625.00	3.7	2,312.50	51,397.50
03/07/2024	Monnett DeLaTorre	Follow up email to all defense counsel regarding tolling agreement.	625.00	0.1	62.50	51,460.00
03/25/2024	Monnett DeLaTorre	Review correspondence from ADR regarding upcoming mediation and fees due.	625.00	0.4	250.00	51,710.00
04/25/2024	Monnett DeLaTorre	Review and confirm client update.	625.00	0.3	187.50	51,897.50
05/07/2024	Monnett DeLaTorre	Confirm agreement with defense counsel to stay Arbitration pending mediation completion.	625.00	0.1	62.50	51,960.00
05/07/2024	Monnett DeLaTorre	Email defense counsel regarding voicemail received and whether call is still needed.	625.00	0.1	62.50	52,022.50
05/21/2024	Monnett DeLaTorre	Review Complaint, PAGA notice, relevant background information about defendant, Plaintiff's intake, Plaintiff's records, Records produced by Defendant for mediation and relevant notes in preparation of drafting mediation brief.	625.00	2.5	1,562.50	53,585.00
05/21/2024	Monnett DeLaTorre	Begin preparation of 11 page mediation brief.	625.00	4	2,500.00	56,085.00
05/21/2024	Monnett DeLaTorre	Review Expert's report and email expert regarding question as to RROP analysis.	625.00	1	625.00	56,710.00
05/22/2024	Monnett DeLaTorre	Review and respond to email from expert regarding RROP question.	625.00	0.1	62.50	56,772.50
05/22/2024	Monnett DeLaTorre	Complete preparation of 11 page mediation brief, and prepare summary of relevant points for mediation.	625.00	2.5	1,562.50	58,335.00
06/03/2024	Andrea Amaya	Attended mediation.	425.00	9	3,825.00	62,160.00
06/03/2024	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8	5,600.00	67,760.00
06/03/2024	Monnett DeLaTorre	Prepare for mediation by reviewing brief and relevant documents and atthned mediation.	625.00	8	5,000.00	72,760.00
06/03/2024	Monnett DeLaTorre	Review mediators proposal and terms therein, including deadline to accept.	625.00	0.3	187.50	72,947.50
06/04/2024	Monnett DeLaTorre	Review and respond to email from defense counsel regarding extending arbitration deadlines in light of settlement.	625.00	0.1	62.50	73,010.00
06/10/2024	Monnett DeLaTorre	Review email from mediator regarding extension of mediator's proposal deadline to accept.	625.00	0.1	62.50	73,072.50
06/11/2024	Andrea Amaya	Pleadings. Draft MOU.	425.00	2	850.00	73,922.50
06/11/2024	Andrea Amaya	Case management. TC w/ client re: mediator's proposal.	425.00	0.5	212.50	74,135.00
06/11/2024	Monnett DeLaTorre	Review email confirming mediator's proposal has been accepted and review and modify draft MOU to be sent to defense.	625.00	1	625.00	74,760.00
06/12/2024	Andrea Amaya	Case management. Email to/from team re: edits to MOU.	425.00	0.3	127.50	74,887.50
06/12/2024	Monnett DeLaTorre	Email to defense counsel with draft MOU	625.00	0.1	62.50	74,950.00
06/19/2024	Monnett DeLaTorre	Review and respond to email from defense counsel regarding review of MOU and additional time needed.	625.00	0.1	62.50	75,012.50
07/15/2024	Andrea Amaya	Case management. TC with client re: status update. Email to team re: TC summary.	425.00	0.5	212.50	75,225.00
07/17/2024	Andrea Amaya	Case management. TC w/ client regarding update on her case. Email to/from team re: MOU.	425.00	0.5	212.50	75,437.50
07/17/2024	Monnett DeLaTorre	Review and update status update email to the client.	625.00	0.2	125.00	75,562.50
07/17/2024	Monnett DeLaTorre	Review defense counsel's redlines to MOU and finalize.	625.00	0.8	500.00	76,062.50
08/23/2024	Monnett DeLaTorre	Review administrative bid from APEX for purposes of reviewing and finalizing settlement documents.	625.00	0.4	250.00	76,312.50
08/29/2024	Monnett DeLaTorre	Review and finalize long form PAGA only SAR and email to defense counsel	625.00	2.5	1,562.50	77,875.00
09/09/2024	Andrea Amaya	Case management. Follow up with OC re: their revisions of the settlement agreement.	425.00	0.1	42.50	77,917.50
09/16/2024	Monnett DeLaTorre	Multiple emails to defense counsel regarding status of long form settlement agreement.	625.00	0.3	187.50	78,105.00

09/20/2024	Monnett DeLaTorre	Review and respond to email from other defense counsel as to edits requested on long form SAR.	625.00	0.2	125.00	78,230.00
09/20/2024	Monnett DeLaTorre	Review Defendant's redline edits to long form SAR and prepare detailed email to defense counsel about what was accepted and other changes made.	625.00	1.2	750.00	78,980.00
09/25/2024	Monnett DeLaTorre	Review and respond to email from defense counsel regarding additional modification needed to SAR and need to get executed copy from all for approval	625.00	0.2	125.00	79,105.00
10/22/2024	Monnett DeLaTorre	Review approval documents and provide feedback prior to filing.	625.00	2.2	1,375.00	80,480.00
10/24/2024	Jean Claude Lapuyade	Law and Motion - R&R Defense Edited to Proposed Order and Emails to/from OC Re Same	700.00	0.6	420.00	80,900.00
10/31/2024	Andrea Amaya	Law and Motion. Finalize pleadings for PAGA Approval Motion. Draft supporting documents.	425.00	4	1,700.00	82,600.00
			136.7 \$ 82,600.00			

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Pere v. EZ Carelink (002-394)						
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	4.80	4.80
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	39.10	43.90
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	4.80	48.70
09/30/2022	Journal Entry	Sept. 2022Postage		Postage for September 2022	39.10	87.80
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.20	88.00
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	22.30	110.30
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	1.68	111.98
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	3.80	115.78
04/08/2023	Expense		San Bernardino Court		9.95	125.73
04/11/2023	Check	3212	Knox Attorney Services, Inc.	Inv 4397258	54.45	180.18
04/11/2023	Check	3212	Knox Attorney Services, Inc.	Inv 4397259	54.45	234.63
04/11/2023	Check	3212	Knox Attorney Services, Inc.	Inv 4397260	54.45	289.08
04/11/2023	Check	3212	Knox Attorney Services, Inc.	Inv 4397261	54.45	343.53
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	1.68	345.21
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	3.05	348.26
05/02/2023	Check	3246	Knox Attorney Services, Inc.	Inv. 4397745	119.15	467.41
05/24/2023	Expense		Turbo Court Filings		9.95	477.36
05/26/2023	Expense		Turbo Court Filings		9.95	487.31
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	8.90	496.21
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	19.08	515.29
06/12/2023	Expense		Courtcall	Court Call ID: 11704022	72.00	587.29
06/12/2023	Expense		Turbo Court Filings		9.95	597.24
06/13/2023	Expense		Turbo Court Filings		9.95	607.19
06/13/2023	Expense		Turbo Court Filings		9.95	617.14
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	0.60	617.74
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.90	618.64
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	48.10	666.74
07/31/2023	Journal Entry	July 2023 Postage		Postage for July 2023	53.40	720.14
08/15/2023	Expense		Turbo Court Filings		9.95	730.09
08/22/2023	Expense		Courtcall	Court Call ID: 11732530	72.00	802.09
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.70	802.79
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	1.26	804.05
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.20	804.25
10/13/2023	Expense		Fedex Office		22.60	826.85

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
10/31/2023	Journal Entry	Oct. 2023 Postage		Postage for October 2023	3.99	830.84
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	14.30	845.14
12/04/2023	Check	3548	McKelvey Resolution	Inv. 5141	4,125.00	4,970.14
12/19/2023	Check	3580	McKelvey Resolution	Inv. 5141 - Revised	3,625.00	8,595.14
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	1.00	8,596.14
12/31/2023	Journal Entry	Dec. 2023 Postage		Postage for December 2023	1.89	8,598.03
01/19/2024	Deposit		Pere v. EZ Carelink (002-394)	Medina McKelvey LLP - Mediation Refund	-4,125.00	4,473.03
02/21/2024	Check	3684	Berger Consulting Group	Inv. 10513	3,280.00	7,753.03
02/29/2024	Journal Entry	Feb 2024 Postage		Copies for February 2024	0.10	7,753.13
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	0.20	7,753.33
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	0.64	7,753.97
05/06/2024	Deposit		Pere v. EZ Carelink (002-394)	REfund	-3,625.00	4,128.97
05/13/2024	Expense		Signature Resolution		4,087.50	8,216.47
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	0.20	8,216.67
05/31/2024	Journal Entry	May 2024 Postage		Postage for May 2024	0.64	8,217.31
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	1.30	8,218.61
Total for Pere v. EZ Carelink (002-394)					\$8,218.61	
TOTAL					\$8,218.61	

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Perssia Razma, Esq.

California Bar Number 351398
Associate Attorney

Biography:

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

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

Education:

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

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

Biography:

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

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

Education:

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

Andrea Amaya, Esq.
California Bar Number 348080
Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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

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

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

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

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

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

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