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Attorneys for Plaintiffs BRANDON STOCKER and JOSE OLIVERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

BRANDON STOCKER and JOSE
OLIVERA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SILICON VALLEY SECURITY & PATROL,
INC., a California corporation; and DOES 1
through 50, Inclusive;

Defendants.

Case No. 22CV015476

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

Hearing Date: March 27, 2024
Hearing Time: 2:30 P.M.

Judge: Hon. Desautels
Dept.: 16

Reservation ID: 810371707876

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

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiffs BRANDON STOCKER and JOSE OLIVERA (“Plaintiffs”) in this matter. As
4 such, I am fully familiar with the facts, pleadings and history of the matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein.

7 2. This declaration is being submitted in support of the Motion to Approve PAGA
8 Settlement with Defendant SILICON VALLEY SECURITY & PATROL, INC. (“Defendant”).

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 Olivera’s April 14, 2022 PAGA Notice is attached
12 hereto as Exhibit #2.

13 5. A true and correct copy of Plaintiff Stocker’s August 2, 2022 PAGA Notice is attached
14 hereto as Exhibit #3.

15 6. A true and correct copy of the March 4, 2024 proof of filing of Motion to Approve PAGA
16 Settlement with the LWDA is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
18 March 4, 2024, is attached hereto as Exhibit #5.

19 8. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of March
20 4, 2024, is attached hereto as Exhibit #6.

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

23 INTRODUCTION

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

1 Agreement. Plaintiffs' Counsel's Qualifications are set forth in the attached Resume attached hereto as
2 Exhibit #7.

3 **PROCEDURAL AND FACTUAL BACKGROUND**

4 11. On April 14, 2022, Plaintiff Olivera, on behalf of himself and on behalf of other
5 "Aggrieved Employees," served Defendants and the LWDA with a Notice of Violations ("PAGA
6 Notice"). On August 2, 2022, Plaintiff Stocker, on behalf of himself and on behalf of the other
7 "Aggrieved Employees," served Defendants and the LWDA with a PAGA Notice and draft complaint
8 memorializing claims against Defendants for alleged violations of the California Labor Code, including
9 causes of action for unfair competition in violation of Business & Professions Code sections 17200, *et*
10 *seq.*; failure to pay minimum wages in violation of Labor Code sections 1194, 1197 and 1197.1; failure
11 to pay overtime wages in violation of Labor Code sections 510; failure to provide required meal periods
12 in violation of Labor Code sections 226.7 and 512; failure to provide required rest periods in violation
13 of Labor Code sections 226.7 and 512; failure to provide accurate itemized wage statements in violation
14 of Labor Code section 226; failure to reimburse employees for required expenses in violation of Labor
15 Code section 2802; failure to provide wages when due in violation of Labor Code sections 201, 202,
16 and 203; and unlawful deductions in violation of Labor Code section 221 (LWDA Case Number
17 LWDA-CM-899156-22).

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

22 13. On August 2, 2022, Plaintiff Stocker filed a class action complaint against Defendants in
23 the Superior Court for Alameda, Case Number 22CV015476 (the "Stocker Action"). The complaint
24 alleged nine causes of action for (1) Unfair Competition in Violation of Cal. Bus. & Prof Code §§ 17200
25 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1;
26 (3) Failure to Pay Overtime Wages in Violation of Cal. Labor Code § 510; (4) Failure to Provide
27 Required Meal Periods in Violation of Cal. Labor Code §§ 226.7 and 512; (5) Failure to Provide
28 Required Rest Periods in Violation of Cal. Labor Code §§ 226.37 and 512; (6) Failure to Provide

1 Accurate Itemized Wage Statements in Violation of Cal. Labor Code § 226; (7) Failure to Reimburse
2 Employees for Required Expenses in Violation of Cal. Labor Code § 2802; (8) Failure to Provide Wages
3 When Due in Violation of Cal. Lab. Code §§ 201-203; and (9) Unlawful Deductions in Violation of
4 Cal. Lab. Code §221. On August 3, 2022, Plaintiff Olivera filed a representative PAGA action in the
5 Superior Court for Contra Costa, for various violations of the Private Attorneys General Act at Cal.
6 Lab. Code §§2698, *et seq* (the “Olivera Action”). On October 11, 2022, Plaintiff Stocker filed a First
7 Amended Complaint alleging a tenth cause of action for Violation of the Private Attorney General Act.
8 On December 15, 2022, Plaintiff Stocker filed a Second Amended Complaint, dismissing the class
9 claims and moving forward with only the representative PAGA claims. On March 1, 2024, Plaintiff
10 Stocker filed a Third Amended Complaint, adding Plaintiff Olivera to the Stocker Action (the
11 “Consolidated Action”).

12 14. On September 25, 2023, the Parties attended a full-day mediation with experienced wage
13 and hour class and PAGA action mediator, Steve Serratore, Esq. In advance of the mediation,
14 Defendant provided Plaintiffs with sufficient information to properly evaluate Defendant’s liability
15 exposure for civil penalties to the Aggrieved Employees. The data and documents Defendant produced
16 included, but was not limited to, the total number Aggrieved Employees and pay periods, written wage
17 and hour policies, employee handbooks, and a sample of all time and payroll records for the Aggrieved
18 Employees.

19 15. At the conclusion of the mediation, and with the assistance of the mediator, the Parties
20 reached a settlement. The Parties subsequently executed a binding and enforceable Memorandum of
21 Understanding (“MOU”). After reaching an agreement in the principle, the Parties drafted and
22 negotiated a long-form Settlement which is the subject of the instant motion. The Settlement was
23 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation –
24 including the risk of Plaintiffs not being able to maintain representative claims and establishing
25 manageability, the difficulty of proving Plaintiffs’ claims in a manageable trial, the merits of
26 Defendant’s potential defenses, and the significant delay and potential appellate issues inherent to
27 litigation – and was reached after extensive arm’s length negotiations, with the assistance of mediator.
28

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

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

12 **THE SETTLEMENT IS FAIR AND REASONABLE**

13 18. The Gross Settlement Amount of \$410,000.00 is fair and reasonable and, therefore,
14 should be approved.

15 19. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is
16 estimated at approximately \$1,315,450 in PAGA penalties. If derivative penalties are included (or
17 "stacked"), Defendants' maximum liability exposure is estimated at approximately \$3,237,150. The
18 Gross Settlement Amount is approximately 31.2% of Defendant's potential unstacked PAGA exposure,
19 and 12.7% of Defendant's potential stacked PAGA exposure. The Gross Settlement Amount compares
20 favorably to the likely recovery of PAGA penalties through continued litigation.

21 20. Plaintiffs' expert consultant estimated Defendant's exposure as follows:

Claim	Penalty Amount	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	4,668	24.3% of PAGA Pay Periods	\$233,400
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	9,608	50% of PAGA Pay Periods	\$480,425

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

Unpaid Wages Cal. Labor Code §§ 201, 202, 203, 204, 510, 1194, 1197, 1997.1 1198 and 558	\$100	1,212	6.3% of PAGA Pay Periods	\$121,200
Business Reimbursement Violations Cal. Labor Code § 2802	\$100	4,804	25% of PAGA Pay Periods	\$480,425
Wage Statement Violations Cal. Labor Code § 226(a)	\$100	19,217	100% of PAGA Pay Periods	\$1,921,700

21. Plaintiffs alleged that Defendant unlawfully required all non-exempt security guards, including Plaintiffs, to remain at their post and on-call or on-duty during their 10-minute rest breaks.

22. Here, Defendant maintained a written on-duty meal period policy that stated that there are some positions/sites that prevent an employee from being relieved for a meal break. Plaintiffs alleged that off-duty rest periods could not be provided under the same circumstances that required on-duty meal periods. Plaintiffs were also unable to find any evidence of an attempt by Defendant to apply to the Department of Industrial Relations for an exemption from the provision of the Industrial Welfare Commission requiring off-duty breaks. Defendant argued that its written policies encouraged rest breaks. Defendant also argued that Plaintiffs' rest break claim would have mainly relied on the testimony of Aggrieved Employees, making it a riskier claim.

23. Establishing liability likely would have entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate uniform practices.").

1 24. Plaintiffs estimate that their claim for rest period violations was potentially worth
2 approximately \$480,425. This was calculated by multiplying a 50% violation rate by a penalty of \$50,
3 accounting for Defendant's argument that some positions did not require an on-duty meal or rest break.

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

18 26. Plaintiffs also alleged that Defendant unlawfully required blanket on-duty meal break
19 waivers in advance from non-exempt security guards, regardless of the working conditions at particular
20 sites.

21 27. Plaintiffs' expert estimated the damages for this claim at \$233,400. JCL Dec., ¶ 26. This
22 number was calculated by multiplying a 24.3% violation rate of the number of total pay periods by a
23 violation rate of \$50. The \$50 penalty rate was used for the same reasons as stated above.

24 28. Plaintiffs alleged that Defendants miscalculated the regular rate of pay for purposes of
25 overtime, meal period premiums, and sick pay. Specifically, the records provided by Defendant show
26 Defendant paid Aggrieved Employees non-discretionary incentive compensation directly related to the
27 amount of time they remained employed with the company, as well as for referrals. Plaintiffs alleged
28 that these incentives were not properly calculated into the regular rate for purposes of overtime

1 compensation, meal period premiums, and sick pay. Defendant argued that any non-discretionary
2 incentive compensation was properly calculated into the regular rate of pay, and any incentive
3 compensation that was not included in the regular rate of pay calculation was discretionary.

4 29. Plaintiffs' expert estimated that Defendant's total exposure for this claim was
5 approximately \$121,200 in penalties. This was calculated using a 6.3% violation rate for unpaid
6 overtime as a result of the alleged regular rate miscalculation multiplied by a \$100 penalty.

7 30. Plaintiffs alleged that Defendant required Plaintiffs and the Aggrieved Employees to use
8 their personal cell phones and personal vehicles for Defendant's benefit. Plaintiffs and the Aggrieved
9 Employees were required to incur expenses for their personal cell phone and vehicle use for which they
10 were not reimbursed or compensated. Defendant denied any liability for this claim. Defendant argued
11 that on the rare occasions where employees did incur business expenses, these expenses were fully
12 reimbursed.

13 31. Plaintiffs' expert estimated that Defendant's total exposure for this claim was
14 approximately \$480,425 in penalties. This was calculated by multiplying a 25% violation rate by the
15 total number of pay periods by a violation rate of \$100 per pay period. Plaintiffs used a 25% violation
16 rate for this claim to reflect its belief that Aggrieved Employees incurred cell phone and vehicle
17 expenses approximately once per month.

18 32. Plaintiffs alleged that Defendant failed to provide accurate itemized wage statements that
19 include all items required by Labor Code § 226(a)(1-9). As a result of the failure to pay employees for
20 all time worked, and failure to pay for all premiums owed, the wage statements issued by Defendant do
21 not indicate the correct number of hours worked, the amount of gross wages earned, or net wages earned
22 during each pay period. Plaintiffs' expert estimated that Defendant could be liable for \$1,921,700 in
23 *derivative* PAGA penalties as a result of these violations.

24 33. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the
25 litigation because it fails to account for the risks of continued litigation including, but not limited to,
26 Defendant's defenses. Here, Defendant argued that it can only be assessed civil penalties for actual
27 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties,
28 Plaintiffs would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane*

1 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) [“Given the statutory language
2 [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven
3 suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiffs would need to prove
4 each Aggrieved Employee was subject to the alleged Labor Code violation.

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

11 35. Second, Defendant contended that PAGA actions with numerous employees, many
12 locations, and different types of employees are not manageable and may be dismissed on that basis. *See*,
13 *Wesson v. Staples the Office Superstore*, (2021) 68 Cal.App.5th 746 (holding that courts can dismiss
14 PAGA claims if significant variation exists among aggrieved employees, who have unique factual
15 situations) *see also*, *Ortiz v. CVS Caremark Corp.* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 36833
16 (dismissing PAGA claim as unmanageable because “a multitude of individualized assessments would
17 be necessary”); *Lifty v. Merrill Lynch & Co.* (C.D. Cal. 2014) 2014 U.S. Dist. LEXIS 160448 (striking
18 PAGA claim as unmanageable because “individualized issues predominate in this action” and a
19 “multitude of individualized assessments would be necessary”); *Amiri v. Cox Communs. Cal., LLC*
20 (C.D. Cal.) 272 F.Supp.3d 1187, 1194 (striking PAGA claim as unmanageable).

21 36. Here, with over 700 Aggrieved Employees working at different locations and in different
22 types of jobs, Defendant asserted that Plaintiffs’ theories were unmanageable. *Cf. Estrada v. Royalty*
23 *Carpet Mills, Inc.*, (Cal.App. 4th Dist. March 30, 2022) (disagreeing with *Wesson* and creating a split
24 among the Courts of Appeal on whether manageability is a prerequisite to bringing a PAGA claim).

25 37. Third, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.
26 See [https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/)
27 [2024-ballot/](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/). If this initiative passes, it will effectively repeal PAGA by taking away the ability to pursue
28 civil penalties via a representative action. Plaintiffs view this initiative as a significant additional risk

1 due to the potential limitation on their ability to recover penalties against Defendant should litigation
2 continue.

3 38. Finally, the maximum penalty figure does not consider that Courts have complete
4 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
5 based on the facts and circumstances of the particular case, to do otherwise would result in an award
6 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)).

7 39. The gross amount obtained by PAGA Counsel is reasonable in light Defendant’s
8 arguments. Further, the adverse decision in *Wesson* poses very significant, and even fatal, risk to
9 Plaintiffs’ case.

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

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

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

18 42. The requested attorneys’ fees of \$131,666.66 and reimbursement of attorneys’ expenses
19 of up to \$30,000.00 is fair, reasonable, and justified by the result achieved.

20 43. PAGA Counsel negotiated a recovery of \$410,000.00, and this result justifies the
21 requested fees equal to one third of this recovery. This percentage is the standard contingent recovery
22 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in
23 *Laffitte v. Robert Half Int’l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the
24 result was far from certain. Defendant’s defenses to the merits of the case created difficulties with proof
25 and complex legal issues for PAGA Counsel to overcome. Here, as noted above in section IV(A),
26 several defenses asserted by Defendant present serious threats to the claims of Plaintiffs and the
27 Aggrieved Employees. While Plaintiffs believe that these defenses could be overcome, Defendant
28 maintains that these defenses have merit and therefore present a serious risk to recovery. The Settlement

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

4 44. Attached hereto as Exhibit #4 is a true and correct copy of the JCL Law Firm, APC, Time
5 and Billing Journal as of March 4, 2024. The time and billing journal includes time for Managing
6 Attorney Jean-Claude Lapuyade, Esq., Associate Attorney Sydney Castillo-Johnson, and staff
7 paralegal, Maria Watters. To the best of my knowledge, each entry was made contemporaneously and
8 in the ordinary and usual course of business. The attached Billing Journal shows that the JCL Law
9 Firm, APC billed a total of 76.20 hours for a total of \$41,317.50 successfully litigating this action at
10 rates of \$150 - \$175 (paralegal), \$300 (Associate Attorney), \$500 (Sr. Associate) and \$550 (Managing
11 Attorney).

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

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

47. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$60,055.00 for 124.30 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. filed concurrently herewith.

48. Additionally, the attorneys and staff at co-counsel the Payne Nguyen, LLP, billed \$76,492.50 for 145.70 hours successfully litigating this action. A true and accurate copy of the Payne Nguyen time and billing entries is attached to the Declaration of Cody Payne, Esq. filed concurrently herewith.

49. Collectively, PAGA Counsel spent a total of 346.20 hours successfully litigating this matter for a total combined loadstar of \$177,865.00. Thus, the Attorneys' Fee request is equal to PAGA Counsel's loadstar with a negative 0.77 multiplier.

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

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	76.20	\$41,317.50
ZLG	124.30	\$60,055.00
Payne Nguyen	145.70	\$76,492.50
Total	346.20	\$177,865.00

THE ATTORNEYS' EXPENSES SHOULD BE APPROVED

51. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$21,074.18 prosecuting this action (JCL Law Firm, APC - \$5,105.38, Zakay Law Group, APLC - \$6,565.98, and Payne Nguyen, LLP - \$9,402.82).

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of March 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiffs BRANDON STOCKER and JOSE OLIVERA

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SILICON VALLEY SECURITY &
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DOES 1 through 50, Inclusive,

DEFENDANTS.

Case No. 22CV015476

[Action Filed: August 2, 2022]

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

1 This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered
2 into by and between Plaintiff BRANDON STOCKER (“Plaintiff Stocker”) and Plaintiff JOSE
3 OLIVERA (“Plaintiff Olivera”) (hereinafter collectively referred to as “Plaintiffs” and/or
4 “Plaintiff”), in their representative capacity on behalf of the State of California and fellow Aggrieved
5 Employees, and Defendant SILICON VALLEY SECURITY & PATROL, INC. (hereinafter
6 “Defendant”):

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the case of *Brandon Stocker v. Silicon Valley Security & Patrol,*
9 *Inc.*, filed on August 2, 2022, in Alameda Superior Court, Case No. 22CV015476.
- 10 B. “Aggrieved Employees” shall mean all individuals who are or previously were
11 employed by Defendant in California and classified as non-exempt employees during
12 the PAGA Period.
- 13 C. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement
14 of PAGA Action and Release of PAGA Claims.
- 15 D. “Claims Administrator” means Apex Class Action LLC, located at 18 Technology
16 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Claims Administrator
17 establishes, designates, and maintains a QSF under Internal Revenue Code section
18 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
19 Settlement Amount is deposited for the purpose of resolving the claims in the Action
20 on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator
21 shall maintain the funds until distribution in an account(s) segregated from the assets
22 of Defendant and any person related to Defendant. *All accrued interest shall be paid*
23 *and distributed to the Aggrieved Employees as part of their respective share of the*
24 *Aggrieved Employee Payment.*
- 25 E. “Claims Administration Costs” means the amount to be paid for the costs of
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administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$8,500.00.

F. “Consolidated Action” shall mean and refer the Action and the Olivera Action, as further defined below.

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

H. “Defendant” shall mean SILICON VALLEY SECURITY & PATROL, INC., a California corporation.

I. “Effective Date” means the date upon which the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.

J. “Employee Data” means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted in the manner requested by the Claims Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee’s full name; last known address; Social Security Number; and the number of Pay Periods worked during the PAGA Period.

K. “Funding Date” shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant shall pay the Gross Settlement Amount to the Claims Administrator no later than sixty (60) calendar days after the Court’s approval order.

L. “Gross Settlement Amount” means the Four Hundred and Ten Thousand Dollars and Zero Cents (\$410,000.00) payment of all claims, which Defendant shall pay into the QSF in connection with this Settlement, inclusive of Plaintiffs’ Service Award,

1 Claims Administration Expenses, PAGA Counsel Award, and Aggrieved Employee
2 Payment.

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

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

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8 O. “Olivera Action” shall mean the case of *Jose Olivera v. Silicon Valley Security &*
9 *Patrol, Inc.*, Contra Costa Superior Court Case No. C22-01585

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

12 Q. “PAGA Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
13 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Cody Payne, Esq. of Payne
14 Nguyen, LLP.

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16 R. “PAGA Counsel Award” means the award of attorneys’ fees and reimbursement of
17 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
18 services they have rendered to Plaintiffs, the State of California, and the Aggrieved
19 Employees consisting of attorneys’ fees not to exceed one-third of the Gross
20 Settlement Amount. To the extent that the Court approves less than the PAGA
21 Counsel Award that PAGA Counsel requests, the difference between the requested
22 and awarded amounts will be reallocated to the Gross Settlement Amount. PAGA
23 Counsel’s application for the PAGA Counsel Award is subject to Court approval, and
24 a reduction in attorneys’ fees or costs awarded by the Court is not a basis for Plaintiffs
25 to void, rescind, or terminate this Agreement. Defendant agrees not to oppose
26 reasonable Attorneys’ Expenses in an amount as documented in PAGA Counsel’s
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1 billing statement to be paid from the Gross Settlement Amount. PAGA Counsel's
2 award of attorneys' fees shall be divided by PAGA Counsel as follows: 30% to Zakay
3 Law Group, APC, 30% to The JCL Law Firm, APC, and 40% to Payne Nguyen,
4 LLP.

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

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15 T. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
16 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
17 Aggrieved Employees during the PAGA Period.

18 U. "PAGA Period" means the period between April 14, 2021 and January 31, 2024.

19 V. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
20 Plaintiffs or Defendant, individually.

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22 W. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
23 Payment, as defined herein, means any weekly or semi-monthly pay period in which
24 Aggrieved Employees received wages during their employment with Defendant
25 during the PAGA Period.

26 X. "Plaintiffs" or "PAGA Representatives" shall mean BRANDON STOCKER and
27 JOSE OLIVERA.
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1 Y. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund
2 established, designated, and maintained by the Claims Administrator to fund the
3 Gross Settlement Amount.

4 Z. “Released PAGA Claims” shall mean all PAGA claims alleged, or those that could
5 have reasonably been alleged based on the facts alleged in the operative complaints
6 in the Action, *Olivera Action*, *Consolidated Action*, and/or Plaintiffs’ PAGA notices
7 to the LWDA which occurred during the PAGA Period, and expressly excluding all
8 other claims, including claims for vested benefits, wrongful termination,
9 unemployment insurance, disability, social security, workers’ compensation, and
10 PAGA claims outside of the PAGA Period.

11 AA. “Released Parties” shall mean Defendant, and its former and present parents,
12 subsidiaries, and affiliates or related entities, and their current and former owners,
13 including but not limited to Ray Higdon, officers, directors, employees, partners,
14 shareholders, and agents, and the predecessors and successors, assigns, and legal
15 representatives of all such entities and individuals.

16 BB. “Service Award” means an award in the amount of \$5,000, or in an amount that the
17 Court authorizes to be paid to the PAGA Representatives, in addition to their
18 individual Aggrieved Employee Payment, in recognition of their efforts and risks in
19 assisting with the prosecution of the Action.

20 CC. “Settlement” means the disposition of the Action pursuant to this Agreement.

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24 **II. RECITALS**

25 A. On April 14, 2022, Plaintiff Olivera filed a Notice of Violations with the Labor and
26 Workforce Development Agency (LWDA) and served the same on Defendant.
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- 1 B. On August 2, 2022, Plaintiff Stocker filed a Notice of Violations with the Labor and
2 Workforce Development Agency (LWDA) and served the same on Defendant.
- 3 C. On August 2, 2022, Plaintiff Stocker filed a class action complaint for the following
4 causes of action:
- 5 1. Unfair competition in Violation of Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- 6 2. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*;
- 7 3. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197
8 & 1197.1;
- 9 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
10 226.7 & 512 and the Applicable IWC Wage Order;
- 11 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
12 226.7 & 512 and the Applicable IWC Wage Order;
- 13 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.
14 Code § 226;
- 15 7. Failure to Reimburse Employees for Required Expenses in Violation of Cal.
16 Lab. Code § 2802;
- 17 8. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
18 202 and 203; and
- 19 9. Unlawful Deductions in Violation of Cal. Lab. Code § 221.
- 20 D. On August 3, 2022, Plaintiff Olivera filed a representative PAGA action, the Olivera
21 Action, in the Superior Court of California County of Contra Costa, , for various
22 violations of Labor Code Sections 2698.
- 23 E. On October 11, 2022, Plaintiff Stocker filed a First Amended Complaint, adding a
24 tenth cause of action for various violations of PAGA at Labor Code Sections 2698.
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- 1 F. On December 15, 2022, Plaintiff Stocker filed a Second Amended Complaint,
2 dismissing the class claims and moving forward with only the representative PAGA
3 claims.
- 4 G. On March 1, 2024, Plaintiff Stocker filed a Third Amended Complaint, adding
5 Plaintiff Olivera to the Action, which effectively constitutes the Consolidated Action.
- 6 H. On September 25, 2023, the Parties participated in an all-day mediation presided over
7 by Steve Serratore, Esq., a respected mediator of wage and hour representative
8 actions, which led to this Settlement.
- 9 I. This Agreement replaces and supersedes any other agreements, understandings, or
10 representations between the Parties. This Agreement represents a compromise and
11 settlement of highly disputed claims. Nothing in this Agreement is intended or will
12 be construed as an admission by Defendant that the claims in the Action of Plaintiffs
13 or the Aggrieved Employees have merit or that Defendant bears any liability to
14 Plaintiffs or the Aggrieved Employees on those claims or any other claims, or as an
15 admission by Plaintiffs that Defendant's defenses in the Action have merit.

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

17 **III. TERMS OF AGREEMENT**

18 **A. Dismissal Of PAGA Claims And Plaintiffs' Individual Claims.**

- 19 1. Upon Court approval and funding of the PAGA Settlement in full, Plaintiffs
20 shall dismiss the PAGA Action, including the Action and the Olivera Action,
21 and any individual claims Plaintiffs may have pending against Released
22 Parties, including but not limited to their individual claims for wage and hour
23 violations, with prejudice.

1 C. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
2 this Agreement, Plaintiffs, the LWDA, and the State of California release the Released
3 Parties from the Released PAGA Claims for the PAGA Period.

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

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

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

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

20 F. Tax Liability. The Parties make no representations as to the tax treatment or legal
21 effect of the payments called for in this Agreement. The Aggrieved Employees are
22 not relying on any statement or representation by the Parties in this regard. Aggrieved
23 Employees understand and agree that they will be responsible for the payment of any
24 taxes and penalties assessed on their respective share of the Aggrieved Employee
25 Payments and will be solely responsible for any penalties or other obligations resulting
26 from their personal tax reporting of the Aggrieved Employees Payments.
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1 G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.
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22 H. Claims Administrator. The Claims Administrator shall be responsible for: establishing
23 and administering the QSF; calculating, processing and mailing payments to PAGA
24 Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of
25 PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating,
26 and distributing tax forms for the Aggrieved Employee Payments; providing
27 declaration(s) as necessary in support of approval of this Settlement; and other tasks
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as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities.

I. Employee Data. One week prior to Plaintiffs' deadline to file their Motion for Preliminary Approval of the Settlement, Defendant shall provide a declaration under penalty of perjury confirming the Employee Data.

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

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

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated 100% as penalties and interest. The individual Aggrieved Employee Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

3. No Credit Toward Benefit Plans. The individual Aggrieved Employee Payments made to the Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement

1 Agreement, will not be utilized to calculate any additional benefits under any
2 benefit plans to which any Aggrieved Employee may be eligible, including,
3 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
4 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
5 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
6 will not affect any rights, contributions, or amounts to which any Aggrieved
7 Employee may be entitled under any benefit plans.
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9 4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the
10 Aggrieved Employees' last known mailing address by regular First-Class U.S.
11 Mail no later than five (5) calendar days after the Funding Date. Upon receipt
12 of the Employee Data, the Claims Administrator will perform a search based
13 on the National Change of Address Database to update and correct any known
14 or identifiable address changes. No later than fourteen (14) calendar days after
15 receiving the Employee Data from Defendant, the Claims Administrator shall
16 mail Individual Aggrieved Employee Payments to all Aggrieved Employees
17 via regular First-Class U.S. Mail. The Claims Administrator shall exercise its
18 best judgment to determine the current mailing address for each Aggrieved
19 Employee. The address identified by the Claims Administrator as the current
20 mailing address shall be presumed to be the best mailing address for each
21 Aggrieved Employee.
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24 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
25 Employee Payments returned to the Claims Administrator as non-delivered
26 on or before the check cashing expiration deadline shall be re-mailed to any
27 forwarding address provided within seven (7) days of receiving the returned
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1 notice. If no forwarding address is provided, the Claims Administrator shall
2 promptly attempt to determine a correct address by lawful use of skip-tracing,
3 or other search using the name, address and/or Social Security number of the
4 Aggrieved Employee involved, and shall then perform a re-mailing, if the
5 Claims Administrator identifies another mailing address. In addition, if any
6 Individual Aggrieved Employee Payment, which is addressed to any
7 Aggrieved Employee who is currently employed by Defendant, is returned to
8 the Claims Administrator as non-delivered and no forwarding address is
9 provided, the Claims Administrator shall notify Defendant. Defendant will
10 request that the currently employed Aggrieved Employee provide a corrected
11 address and transmit to the Administrator any corrected address provided by
12 the Aggrieved Employee. Aggrieved Employees who received a re-mailed
13 Individual Aggrieved Employee Payment shall have their check expiration
14 deadline extended fifteen (15) days from the original check expiration
15 deadline.

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18 6. Check Expiration Deadline. All checks mailed to the Aggrieved Employees
19 that are not cashed within 180 days of the date payment is mailed shall be paid
20 to a Cy Pres, in accordance with CCP § 384 and subject to court approval.
21 Any checks issued to Aggrieved Employees shall remain valid and negotiable
22 for one hundred and eighty (180) days from the date of their issuance. If an
23 Aggrieved Employee does not cash his or her settlement check within ninety
24 (90) days, the will send a letter to such persons, advising that the check will
25 expire after the 180th day, and invite that Aggrieved Employee to request
26 reissuance in the event the check was destroyed, lost, or misplaced. In the
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1 event Aggrieved Employee Payment checks have not been cashed within one
2 hundred and eighty (180) days, such funds will be transferred to the Children's
3 Advocacy Institute. The Parties agree that this disposition results in no
4 "unpaid residue" under California Code of Civil Procedures section 384 as the
5 use of any unclaimed funds will be distributed in a manner designed to further
6 the purposes of the underlying Action.
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- 8 7. Service Award. In addition to their individual share of the Aggrieved
9 Employee Payment, Plaintiffs will each apply to the Court for an award of not
10 more than \$5,000.00 as the Service Award. Defendants will not oppose a
11 Service Award of not more than \$5,000.00 for each Plaintiff. The Claims
12 Administrator shall pay the Service Award, either in the amount stated herein
13 if approved by the Court or some other amount as approved by the Court, to
14 Plaintiffs from the Gross Settlement Amount no later than fourteen (14)
15 calendar days after the Funding Date. Any portion of the requested Service
16 Award that is not awarded to the PAGA Representatives shall be part of the
17 Net Settlement Amount and shall be distributed to the Aggrieved Employees
18 as provided in this Agreement. The Claims Administrator shall issue an IRS
19 Form 1099 — MISC to Plaintiffs for their Service Award. Plaintiffs shall be
20 solely and legally responsible to pay any and all applicable taxes on their
21 Service Award and shall hold harmless the Released Parties from any claim
22 or liability for taxes, penalties, or interest arising as a result of the Service
23 Awards. Approval of this Settlement shall not be conditioned on Court
24 approval of the requested amount of the Service Award. If the Court reduces
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1 or does not approve the requested Service Award, Plaintiffs shall not have the
2 right to revoke the Settlement, and it will remain binding.

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

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8 9. PAGA Counsel Award. Defendant understands and does not oppose a request
9 by PAGA Counsel for attorneys' fees not to exceed one-third of the Gross
10 Settlement Amount (currently estimated to be \$136,666.66) plus costs and
11 expenses supported by declaration not to exceed Thirty Thousand Dollars
12 (\$30,000.00), from the Gross Settlement Amount will be made. Any portion
13 of the requested PAGA Counsel Award that is not awarded to PAGA Counsel
14 shall be part of the PAGA Payment and shall be distributed to the LWDA and
15 the Aggrieved Employees as provided in this Agreement. The Claims
16 Administrator shall distribute and pay the PAGA Counsel Award to PAGA
17 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
18 days after the Gross Settlement Amount being funded in full. PAGA Counsel
19 shall be solely and legally responsible to pay all applicable taxes on the
20 payment made pursuant to this paragraph. The Claims Administrator shall
21 issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made
22 pursuant to this paragraph. In the event that the Court reduces or does not
23 approve the requested PAGA Counsel Award, Plaintiffs and PAGA Counsel
24 shall not have the right to revoke the Settlement, or to appeal such order, and
25 the Settlement will remain binding.
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1 10. Claims Administration Costs. The Claims Administration Costs shall be paid
2 from the Gross Settlement Amount to the Claims Administrator for the costs
3 of administration of the Settlement. The estimate of the Claims
4 Administration Costs is \$8,500.00. The Claims Administrator shall be paid
5 the Claims Administration Costs no later than fifteen (15) calendar days after
6 the Gross Settlement Amount has been funded in full.

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8 K. Approval Motion. PAGA Counsel and Plaintiffs shall use best efforts to file with the
9 Court a Motion for Settlement Approval and Entering Judgment Finally Approving
10 Settlement, within seventy-five (75) days following the execution of this Agreement.

11 L. Notice of Settlement to LWDA. In connection with the Motion for Approval of
12 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel
13 shall submit this Agreement to the LWDA pursuant to California Labor Code section
14 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment
15 or order approving this Settlement, submit the order approving the Settlement to the
16 LWDA pursuant to California Labor Code section 2699(1)(3).

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18 N. Review of Motion for Settlement Approval. PAGA Counsel will provide an
19 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
20 including the Order Granting Approval of the Settlement, and Judgment Finally
21 Approving Settlement three (3) business days before filing with the Court. The Parties
22 and their counsel will cooperate with each other and use their best efforts to affect the
23 Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

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25 O. Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts to implement the Settlement.
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- 1 P. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement
2 Agreement shall be presented to the mediator, Steve Serratore, Esq., for resolution.
- 3 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action
4 and Olivera Action, except such proceedings necessary to implement and complete the
5 Settlement.
- 6 R. Amendment or Modification. This Agreement may be amended or modified only by
7 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 8 S. Entire Agreement. Except for Plaintiffs' individual settlement agreements with
9 Defendant, which resolve Plaintiffs' individual claims and shall not affect this
10 Agreement in any way, this Agreement and any attached Exhibit constitute the entire
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibit
13 other than the representations, warranties and covenants contained and memorialized
14 in this Agreement and its Exhibit.
- 15 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate
17 this Agreement and to take all appropriate Action required or permitted to be taken by
18 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
19 documents required to effectuate the terms of this Agreement. The person signing this
20 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
21 sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they
22 are authorized to sign this Agreement and that they have not assigned any claim, or
23 part of a claim, covered by this Settlement to a third-party.
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- 1 U. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount, or terms of the Settlement
4 Agreement. PAGA Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 PAGA Counsel from including publicly available information regarding this
7 settlement in future judicial submissions regarding PAGA Counsel's qualifications and
8 experience. Further, PAGA Counsel will not include, reference, or use the Settlement
9 Agreement for any marketing or promotional purposes, either before or after the
10 Motion for Settlement Approval is filed.
11
12 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties, as previously defined.
14
15 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
16 shall be governed by and interpreted according to the laws of the State of California.
17
18 X. Counterparts. This Agreement may be executed in one or more counterparts by
19 facsimile, electronic signature, or email which for purposes of this Agreement shall be
20 accepted as an original. All executed counterparts and each of them shall be deemed
21 to be one and the same instrument. Any executed counterpart will be admissible in
22 evidence to prove the existence and contents of this Agreement.
23
24 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
25 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
26 Settlement after extensive arms-length negotiations, taking into account all relevant
27 factors, present and potential.
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1 Z. Court Filings. The Parties agree not to object to any Court filings consistent with this
2 Agreement.

3 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
4 respect to the interpretation, implementation, and enforcement of the terms of this
5 Agreement and all orders and judgments entered in connection therewith, and the
6 Parties and their counsel submit to the jurisdiction of the Court for purposes of
7 interpreting, implementing, and enforcing the settlement and all orders and judgments
8 entered in connection with this Agreement.

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

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

22 DD. Plaintiffs' Individual Settlement. Plaintiffs are entering into separate, confidential,
23 individual settlement agreements, which shall provide for Individual Settlement
24 Payments, and which shall provide for a broad release, including a waiver of Civil
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1 Code 1542. This release, waiver and discharge of all claims, include, but will not be
2 limited to, any and all claims arising out of the Action, Olivera Action, and
3 Consolidated Action, respectively, and specifically excludes a waiver of any claims
4 under workers compensation law. The Individual Settlement Agreement shall be
5 confidential, but may be submitted to the Court for an in-camera review for purposes
6 of approval of this Settlement.
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 03/04/2024


Brandon Stocker (Mar 4, 2024 08:29 PST)

BRANDON STOCKER

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

DATED: _____

JOSE OLIVERA

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

DATED: _____

SILICON VALLEY SECURITY & PATROL, INC.

Ray Higdon

President

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 4, 2024

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorneys for the Plaintiffs and the Aggrieved
Employees

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DATED: March 4, 2024

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: _____

PAYNE NGUYEN, LLP

By: _____

Cody Payne

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: _____

BRADLEY GMELICH & WELLERSTEIN

By: _____

Jaimee K. Wellerstein, Esq.

Jean-Paul Le Clercq, Esq.

Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Silicon Valley Security & Patrol, Inc. (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Brandon Stocker and Plaintiff Jose Olivera (“Plaintiffs”) claimed that they, and other employees, were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiffs have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all employees who are or previously were employed by Defendant in California and classified as non-exempt employees during the period between April 14, 2021 and January 31, 2024 (“Aggrieved Employees”).

According to Defendant’s 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 Alameda Superior Court Case No. 22CV015476. 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 [insert administrator information].

ZAKAY LAW GROUP, APLC
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Attorneys for Plaintiffs BRANDON STOCKER and JOSE OLIVERA

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

BRANDON STOCKER and JOSE
OLIVERA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SILICON VALLEY SECURITY &
PATROL, INC., a California corporation; and
DOES 1 through 50, Inclusive,

DEFENDANTS.

Case No. 22CV015476

[Action Filed: August 2, 2022]

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

This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into by and between Plaintiff BRANDON STOCKER (“Plaintiff Stocker”) and Plaintiff JOSE OLIVERA (“Plaintiff Olivera”) (hereinafter collectively referred to as “Plaintiffs” and/or “Plaintiff”), in their representative capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendant SILICON VALLEY SECURITY & PATROL, INC. (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the case of *Brandon Stocker v. Silicon Valley Security & Patrol, Inc.*, filed on August 2, 2022, in Alameda Superior Court, Case No. 22CV015476.
- B. “Aggrieved Employees” shall mean all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims.
- D. “Claims Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Claims Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***
- E. “Claims Administration Costs” means the amount to be paid for the costs of

administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$8,500.00.

F. “Consolidated Action” shall mean and refer the Action and the Olivera Action, as further defined below.

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

H. “Defendant” shall mean SILICON VALLEY SECURITY & PATROL, INC., a California corporation.

I. “Effective Date” means the date upon which the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.

J. “Employee Data” means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted in the manner requested by the Claims Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee’s full name; last known address; Social Security Number; and the number of Pay Periods worked during the PAGA Period.

K. “Funding Date” shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant shall pay the Gross Settlement Amount to the Claims Administrator no later than sixty (60) calendar days after the Court’s approval order.

L. “Gross Settlement Amount” means the Four Hundred and Ten Thousand Dollars and Zero Cents (\$410,000.00) payment of all claims, which Defendant shall pay into the QSF in connection with this Settlement, inclusive of Plaintiffs’ Service Award,

1 Claims Administration Expenses, PAGA Counsel Award, and Aggrieved Employee
2 Payment.

3 M. "LWDA" means the California Labor and Workforce Development Agency.

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

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8 O. "Olivera Action" shall mean the case of *Jose Olivera v. Silicon Valley Security &*
9 *Patrol, Inc.*, Contra Costa Superior Court Case No. C22-01585

10 P. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698, *et seq.*

12 Q. "PAGA Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
13 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Cody Payne, Esq. of Payne
14 Nguyen, LLP.

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16 R. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of
17 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
18 services they have rendered to Plaintiffs, the State of California, and the Aggrieved
19 Employees consisting of attorneys' fees not to exceed one-third of the Gross
20 Settlement Amount. To the extent that the Court approves less than the PAGA
21 Counsel Award that PAGA Counsel requests, the difference between the requested
22 and awarded amounts will be reallocated to the Gross Settlement Amount. PAGA
23 Counsel's application for the PAGA Counsel Award is subject to Court approval, and
24 a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiffs
25 to void, rescind, or terminate this Agreement. Defendant agrees not to oppose
26 reasonable Attorneys' Expenses in an amount as documented in PAGA Counsel's
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1 billing statement to be paid from the Gross Settlement Amount. PAGA Counsel's
2 award of attorneys' fees shall be divided by PAGA Counsel as follows: 30% to Zakay
3 Law Group, APLC, 30% to The JCL Law Firm, APC, and 40% to Payne Nguyen,
4 LLP.

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

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15 T. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
16 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
17 Aggrieved Employees during the PAGA Period.

18 U. "PAGA Period" means the period between April 14, 2021 and January 31, 2024.

19 V. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
20 Plaintiffs or Defendant, individually.

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22 W. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
23 Payment, as defined herein, means any weekly or semi-monthly pay period in which
24 Aggrieved Employees received wages during their employment with Defendant
25 during the PAGA Period.

26 X. "Plaintiffs" or "PAGA Representatives" shall mean BRANDON STOCKER and
27 JOSE OLIVERA.
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1 Y. "Qualified Settlement Fund" or "QSF" means the Qualified Settlement Fund
2 established, designated, and maintained by the Claims Administrator to fund the
3 Gross Settlement Amount.

4 Z. "Released PAGA Claims" shall mean all PAGA claims alleged, or those that could
5 have reasonably been alleged based on the facts alleged in the operative complaints
6 in the Action, *Olivera Action*, *Consolidated Action*, and/or Plaintiffs' PAGA notices
7 to the LWDA which occurred during the PAGA Period, and expressly excluding all
8 other claims, including claims for vested benefits, wrongful termination,
9 unemployment insurance, disability, social security, workers' compensation, and
10 PAGA claims outside of the PAGA Period.

11 AA. "Released Parties" shall mean Defendant, and its former and present parents,
12 subsidiaries, and affiliates or related entities, and their current and former owners,
13 including but not limited to Ray Higdon, officers, directors, employees, partners,
14 shareholders, and agents, and the predecessors and successors, assigns, and legal
15 representatives of all such entities and individuals.

16 BB. "Service Award" means an award in the amount of \$5,000, or in an amount that the
17 Court authorizes to be paid to the PAGA Representatives, in addition to their
18 individual Aggrieved Employee Payment, in recognition of their efforts and risks in
19 assisting with the prosecution of the Action.

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

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24 **II. RECITALS**

25 A. On April 14, 2022, Plaintiff Olivera filed a Notice of Violations with the Labor and
26 Workforce Development Agency (LWDA) and served the same on Defendant.
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- 1 B. On August 2, 2022, Plaintiff Stocker filed a Notice of Violations with the Labor and
2 Workforce Development Agency (LWDA) and served the same on Defendant.
- 3 C. On August 2, 2022, Plaintiff Stocker filed a class action complaint for the following
4 causes of action:
- 5 1. Unfair competition in Violation of Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- 6 2. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*;
- 7 3. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197
8 & 1197.1;
- 9 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
10 226.7 & 512 and the Applicable IWC Wage Order;
- 11 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
12 226.7 & 512 and the Applicable IWC Wage Order;
- 13 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.
14 Code § 226;
- 15 7. Failure to Reimburse Employees for Required Expenses in Violation of Cal.
16 Lab. Code § 2802;
- 17 8. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
18 202 and 203; and
- 19 9. Unlawful Deductions in Violation of Cal. Lab. Code § 221.
- 20 D. On August 3, 2022, Plaintiff Olivera filed a representative PAGA action, the Olivera
21 Action, in the Superior Court of California County of Contra Costa, , for various
22 violations of Labor Code Sections 2698.
- 23 E. On October 11, 2022, Plaintiff Stocker filed a First Amended Complaint, adding a
24 tenth cause of action for various violations of PAGA at Labor Code Sections 2698.
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- 1 F. On December 15, 2022, Plaintiff Stocker filed a Second Amended Complaint,
2 dismissing the class claims and moving forward with only the representative PAGA
3 claims.
- 4 G. On March 1, 2024, Plaintiff Stocker filed a Third Amended Complaint, adding
5 Plaintiff Olivera to the Action, which effectively constitutes the Consolidated Action.
- 6 H. On September 25, 2023, the Parties participated in an all-day mediation presided over
7 by Steve Serratore, Esq., a respected mediator of wage and hour representative
8 actions, which led to this Settlement.
- 9 I. This Agreement replaces and supersedes any other agreements, understandings, or
10 representations between the Parties. This Agreement represents a compromise and
11 settlement of highly disputed claims. Nothing in this Agreement is intended or will
12 be construed as an admission by Defendant that the claims in the Action of Plaintiffs
13 or the Aggrieved Employees have merit or that Defendant bears any liability to
14 Plaintiffs or the Aggrieved Employees on those claims or any other claims, or as an
15 admission by Plaintiffs that Defendant's defenses in the Action have merit.

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

17 **III. TERMS OF AGREEMENT**

18 A. Dismissal Of PAGA Claims And Plaintiffs' Individual Claims.

- 19 1. Upon Court approval and funding of the PAGA Settlement in full, Plaintiffs
20 shall dismiss the PAGA Action, including the Action and the Olivera Action,
21 and any individual claims Plaintiffs may have pending against Released
22 Parties, including but not limited to their individual claims for wage and hour
23 violations, with prejudice.

1 B. Settlement Consideration and Settlement Payments by Defendant.

2 1. Settlement Consideration. In full and complete settlement of the Consolidated
3 Action, including the Action and Olivera Action, and in exchange for the
4 releases set forth below, Defendant will pay the Gross Settlement Amount of
5 Four Hundred and Ten Thousand Dollars and Zero Cents (\$410,000.00). The
6 Parties agree that this is a non-reversionary Settlement and that no portion of
7 the Gross Settlement Amount shall revert to Defendant. Except as provided
8 for in Section III(A)(2), Defendant shall not be required to pay more or less
9 than the Gross Settlement Amount.

10 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
11 Defendant estimated that there are approximately 761 Aggrieved Employees
12 who worked an aggregate total of approximately 40,000 Pay Periods during
13 the PAGA Period. Should the qualifying pay periods increase beyond 15%
14 worked by the Aggrieved Employees during the PAGA Period (i.e. more than
15 46,000), the Gross Settlement Amount will increase on a pro-rata basis equal
16 to the percentage increase in the number of pay periods worked by the
17 Aggrieved Employees above fifteen percent (15%). For example, if the total
18 Pay Periods in the PAGA Period are 120% of 40,000, the Gross Settlement
19 Amount shall increase by 5%.

20 3. Settlement Payment. Defendant will pay to the Claims Administrator the
21 Gross Settlement Amount, including payment to the Aggrieved Employees,
22 Claims Administration Costs, PAGA Counsel Award, and LWDA Payment
23 to the Claims Administrator sixty (60) days after the Court's Settlement
24 approval order.

- 1 C. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
2 this Agreement, Plaintiffs, the LWDA, and the State of California release the Released
3 Parties from the Released PAGA Claims for the PAGA Period.
- 4 D. Conditions Precedent: This Settlement will become final and effective only upon (1)
5 the Court entering judgment pursuant to either the Parties' Motion for Settlement
6 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding
7 the Gross Settlement Amount.
- 8 E. Nullification of Settlement Agreement. If the Court does not approve this Settlement
9 Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents
10 or prohibits Defendant from obtaining a complete resolution of the Released PAGA
11 Claims, or if Defendant fails to fully fund Gross Settlement Amount:
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13 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
14 and shall not be admissible in any judicial, administrative, or arbitral
15 proceeding for any purpose or with respect to any issue, substantive or
16 procedural; and
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18 2. None of the Parties to this Settlement will be deemed to have waived any
19 claims, objections, defenses, or arguments in the Action.
- 20 F. Tax Liability. The Parties make no representations as to the tax treatment or legal
21 effect of the payments called for in this Agreement. The Aggrieved Employees are
22 not relying on any statement or representation by the Parties in this regard. Aggrieved
23 Employees understand and agree that they will be responsible for the payment of any
24 taxes and penalties assessed on their respective share of the Aggrieved Employee
25 Payments and will be solely responsible for any penalties or other obligations resulting
26 from their personal tax reporting of the Aggrieved Employees Payments.
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1 G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.

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

I. Employee Data. One week prior to Plaintiffs' deadline to file their Motion for Preliminary Approval of the Settlement, Defendant shall provide a declaration under penalty of perjury confirming the Employee Data.

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

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

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated 100% as penalties and interest. The individual Aggrieved Employee Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

3. No Credit Toward Benefit Plans. The individual Aggrieved Employee Payments made to the Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement

1 Agreement, will not be utilized to calculate any additional benefits under any
2 benefit plans to which any Aggrieved Employee may be eligible, including,
3 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
4 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
5 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
6 will not affect any rights, contributions, or amounts to which any Aggrieved
7 Employee may be entitled under any benefit plans.
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9 4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the
10 Aggrieved Employees' last known mailing address by regular First-Class U.S.
11 Mail no later than five (5) calendar days after the Funding Date. Upon receipt
12 of the Employee Data, the Claims Administrator will perform a search based
13 on the National Change of Address Database to update and correct any known
14 or identifiable address changes. No later than fourteen (14) calendar days after
15 receiving the Employee Data from Defendant, the Claims Administrator shall
16 mail Individual Aggrieved Employee Payments to all Aggrieved Employees
17 via regular First-Class U.S. Mail. The Claims Administrator shall exercise its
18 best judgment to determine the current mailing address for each Aggrieved
19 Employee. The address identified by the Claims Administrator as the current
20 mailing address shall be presumed to be the best mailing address for each
21 Aggrieved Employee.
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24 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
25 Employee Payments returned to the Claims Administrator as non-delivered
26 on or before the check cashing expiration deadline shall be re-mailed to any
27 forwarding address provided within seven (7) days of receiving the returned
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1 notice. If no forwarding address is provided, the Claims Administrator shall
2 promptly attempt to determine a correct address by lawful use of skip-tracing,
3 or other search using the name, address and/or Social Security number of the
4 Aggrieved Employee involved, and shall then perform a re-mailing, if the
5 Claims Administrator identifies another mailing address. In addition, if any
6 Individual Aggrieved Employee Payment, which is addressed to any
7 Aggrieved Employee who is currently employed by Defendant, is returned to
8 the Claims Administrator as non-delivered and no forwarding address is
9 provided, the Claims Administrator shall notify Defendant. Defendant will
10 request that the currently employed Aggrieved Employee provide a corrected
11 address and transmit to the Administrator any corrected address provided by
12 the Aggrieved Employee. Aggrieved Employees who received a re-mailed
13 Individual Aggrieved Employee Payment shall have their check expiration
14 deadline extended fifteen (15) days from the original check expiration
15 deadline.

- 18 6. Check Expiration Deadline. All checks mailed to the Aggrieved Employees
19 that are not cashed within 180 days of the date payment is mailed shall be paid
20 to a Cy Pres, in accordance with CCP § 384 and subject to court approval.
21 Any checks issued to Aggrieved Employees shall remain valid and negotiable
22 for one hundred and eighty (180) days from the date of their issuance. If an
23 Aggrieved Employee does not cash his or her settlement check within ninety
24 (90) days, the will send a letter to such persons, advising that the check will
25 expire after the 180th day, and invite that Aggrieved Employee to request
26 reissuance in the event the check was destroyed, lost, or misplaced. In the
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1 event Aggrieved Employee Payment checks have not been cashed within one
2 hundred and eighty (180) days, such funds will be transferred to the Children's
3 Advocacy Institute. The Parties agree that this disposition results in no
4 "unpaid residue" under California Code of Civil Procedures section 384 as the
5 use of any unclaimed funds will be distributed in a manner designed to further
6 the purposes of the underlying Action.
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- 8 7. Service Award. In addition to their individual share of the Aggrieved
9 Employee Payment, Plaintiffs will each apply to the Court for an award of not
10 more than \$5,000.00 as the Service Award. Defendants will not oppose a
11 Service Award of not more than \$5,000.00 for each Plaintiff. The Claims
12 Administrator shall pay the Service Award, either in the amount stated herein
13 if approved by the Court or some other amount as approved by the Court, to
14 Plaintiffs from the Gross Settlement Amount no later than fourteen (14)
15 calendar days after the Funding Date. Any portion of the requested Service
16 Award that is not awarded to the PAGA Representatives shall be part of the
17 Net Settlement Amount and shall be distributed to the Aggrieved Employees
18 as provided in this Agreement. The Claims Administrator shall issue an IRS
19 Form 1099 — MISC to Plaintiffs for their Service Award. Plaintiffs shall be
20 solely and legally responsible to pay any and all applicable taxes on their
21 Service Award and shall hold harmless the Released Parties from any claim
22 or liability for taxes, penalties, or interest arising as a result of the Service
23 Awards. Approval of this Settlement shall not be conditioned on Court
24 approval of the requested amount of the Service Award. If the Court reduces
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1 or does not approve the requested Service Award, Plaintiffs shall not have the
2 right to revoke the Settlement, and it will remain binding.

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

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8 9. PAGA Counsel Award. Defendant understands and does not oppose a request
9 by PAGA Counsel for attorneys' fees not to exceed one-third of the Gross
10 Settlement Amount (currently estimated to be \$136,666.66) plus costs and
11 expenses supported by declaration not to exceed Thirty Thousand Dollars
12 (\$30,000.00), from the Gross Settlement Amount will be made. Any portion
13 of the requested PAGA Counsel Award that is not awarded to PAGA Counsel
14 shall be part of the PAGA Payment and shall be distributed to the LWDA and
15 the Aggrieved Employees as provided in this Agreement. The Claims
16 Administrator shall distribute and pay the PAGA Counsel Award to PAGA
17 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
18 days after the Gross Settlement Amount being funded in full. PAGA Counsel
19 shall be solely and legally responsible to pay all applicable taxes on the
20 payment made pursuant to this paragraph. The Claims Administrator shall
21 issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made
22 pursuant to this paragraph. In the event that the Court reduces or does not
23 approve the requested PAGA Counsel Award, Plaintiffs and PAGA Counsel
24 shall not have the right to revoke the Settlement, or to appeal such order, and
25 the Settlement will remain binding.
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10. Claims Administration Costs. The Claims Administration Costs shall be paid from the Gross Settlement Amount to the Claims Administrator for the costs of administration of the Settlement. The estimate of the Claims Administration Costs is \$8,500.00. The Claims Administrator shall be paid the Claims Administration Costs no later than fifteen (15) calendar days after the Gross Settlement Amount has been funded in full.

K. Approval Motion. PAGA Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within seventy-five (75) days following the execution of this Agreement.

L. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(l)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(l)(3).

N. Review of Motion for Settlement Approval. PAGA Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement three (3) business days before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

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

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

11
12 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties, as previously defined.

14
15 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
16 shall be governed by and interpreted according to the laws of the State of California.

17 X. Counterparts. This Agreement may be executed in one or more counterparts by
18 facsimile, electronic signature, or email which for purposes of this Agreement shall be
19 accepted as an original. All executed counterparts and each of them shall be deemed
20 to be one and the same instrument. Any executed counterpart will be admissible in
21 evidence to prove the existence and contents of this Agreement.

22
23 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
24 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
25 Settlement after extensive arms-length negotiations, taking into account all relevant
26 factors, present and potential.

1 Z. Court Filings. The Parties agree not to object to any Court filings consistent with this
2 Agreement.

3 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
4 respect to the interpretation, implementation, and enforcement of the terms of this
5 Agreement and all orders and judgments entered in connection therewith, and the
6 Parties and their counsel submit to the jurisdiction of the Court for purposes of
7 interpreting, implementing, and enforcing the settlement and all orders and judgments
8 entered in connection with this Agreement.
9

10 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
11 the Court shall first attempt to construe the provisions valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this
13 Agreement valid and enforceable.
14

15 CC. No Admissions by the Parties. Plaintiffs have claimed and continues to claim that the
16 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
17 Defendant contends that the Released PAGA Claims have no merit and do not give
18 rise to liability. This Agreement is a compromise of disputed claims. Nothing
19 contained in this Agreement and no documents referred to and no action taken to carry
20 out this Agreement may be construed or used as an admission by or against the
21 Defendant or Plaintiffs or PAGA Counsel as to the merits or lack thereof of the claims
22 asserted. Other than as may be specifically set forth herein, each Party shall be
23 responsible for and shall bear its/his own attorney's fees and costs.
24

25 DD. Plaintiffs' Individual Settlement. Plaintiffs are entering into separate, confidential,
26 individual settlement agreements, which shall provide for Individual Settlement
27 Payments, and which shall provide for a broad release, including a waiver of Civil
28

1 Code 1542. This release, waiver and discharge of all claims, include, but will not be
2 limited to, any and all claims arising out of the Action, Olivera Action, and
3 Consolidated Action, respectively, and specifically excludes a waiver of any claims
4 under workers compensation law. The Individual Settlement Agreement shall be
5 confidential, but may be submitted to the Court for an in-camera review for purposes
6 of approval of this Settlement.
7

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9
10 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

BRANDON STOCKER

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

DATED: 3/4/2024

DocuSigned by:

530C6D4FA7FC4A9...
JOSE OLIVERA

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

DATED: _____

SILICON VALLEY SECURITY & PATROL, INC.

Ray Higdon

President

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade
Attorneys for the Plaintiffs and the Aggrieved
Employees

1 DATED: _____

ZAKAY LAW GROUP, APLC

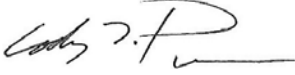
2 By: _____

3 Shani O. Zakay

4 Attorneys for the Plaintiffs and the Aggrieved
Employees

5 DATED: March 4, 2024
6 _____

PAYNE NGUYEN, LLP

7 By:  _____

8 Cody Payne

9 Attorneys for the Plaintiffs and the Aggrieved
Employees

10 DATED: _____

BRADLEY GMELICH & WELLERSTEIN

12 By: _____

13 Jaimee K. Wellerstein, Esq.

14 Jean-Paul Le Clercq, Esq.

Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Silicon Valley Security & Patrol, Inc. (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Brandon Stocker and Plaintiff Jose Olivera (“Plaintiffs”) claimed that they, and other employees, were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiffs have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all employees who are or previously were employed by Defendant in California and classified as non-exempt employees during the period between April 14, 2021 and January 31, 2024 (“Aggrieved Employees”).

According to Defendant’s 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 Alameda Superior Court Case No. 22CV015476. 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 **[insert administrator information]**.

EXHIBIT 2



PAYNE NGUYEN LLP

APRIL 14, 2022

VIA ONLINE FILING

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jose Olivera v. Silicon Valley Security & Patrol, Inc., et al.*

Dear Representative:

This office represents Jose Olivera ("**Mr. Olivera**") with respect to his claims under the California Labor Code against Silicon Valley Security & Patrol, Inc. ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Olivera from approximately January 2022 to the present, as an hourly, non-exempt employee. During his employment with Employer, Mr. Olivera was employed as security guard at Employer's client locations throughout California.

Mr. Olivera intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Olivera is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Olivera's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order") including *inter alia*, IWC Wage Order No. 4. The claims made on behalf of Mr. Olivera and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Olivera and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employer regularly required Mr. Olivera and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Olivera and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; (3) required to wait to clock in for the start of their shift or meal period; (4) perform work after clocking out for the end of their shift; and (5) improper tip share. Mr. Olivera and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Olivera and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Olivera and Aggrieved Employees to perform work off-the-clock without compensation, Employer also failed to accurately record the actual time worked by Mr. Olivera and Aggrieved Employees, which resulted in a failure to pay Mr. Olivera and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Olivera and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Olivera and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Olivera and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Olivera and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Olivera and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Olivera and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Olivera and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Olivera and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.



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Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Olivera and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Olivera and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Olivera and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Olivera and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Olivera and other Aggrieved Employees to wait to clock in for the start of their shift or meal period; (7) Employer required Mr. Olivera and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during meal periods, which included telephone calls, pages, intercom announcements, and in-person verbal interruptions; and (8) Employer's policy and culture prevented Mr. Olivera and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Olivera and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Olivera and Aggrieved Employees to take legally-compliant 10-minute rest periods. Employer required Mr. Olivera and Aggrieved Employees to work through rest periods. Mr. Olivera and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Olivera and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Olivera and Aggrieved Employees



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were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Olivera and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Olivera and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Olivera and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Olivera and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Olivera and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, pages, intercom announcements, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Olivera and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Olivera and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7(a), and 1198.

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Olivera and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, tip share, meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.



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5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Olivera and Aggrieved Employees never included the actual hours worked, the actual gross wages earned, the correct rates of pay, and meal and rest premiums owed. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Olivera and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 1198 and 1174(d).

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Olivera and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, personal cell phone utilized to clock-in and clock-out through an application downloaded onto their personal cell phone.

Accordingly, Employer violated IWC Order No. 4 and California Labor Code sections 2800 and 2802.

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4; and attorneys' fees and costs.



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8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, "...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Mr. Olivera and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; California Labor Code section 227 penalties; and attorneys' fees and costs.

9. FAILURE TO PAY SICK TIME

Pursuant to California Labor Code sections 245.5 and 246(i), "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employer's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with employee's payment of wages." Section 245.5 defined "paid sick days" as "time that is compensated at the same wage as the employee normally earns during regular work hours and is provided by an employer to an employee." Moreover, Labor Code section 246(l)(1) states that "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time." During the relevant time period, Employer failed to provide Mr. Olivera and other Aggrieved Employees with the amount of sick leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage statements described in Section 226 that it issues to Mr. Olivera and other Aggrieved Employees. Therefore, Employer has violated California Labor Code section 245.5.

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

10. FAILURE TO PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Aggrieved Employees to work off-the-clock without compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them



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upon termination of their employment. Employer also failed to pay Aggrieved Employees for tip share, meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Olivera and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Olivera may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

Cody Payne

Notice provided to Employer via Certified Mail (7020 1290 0000 6695 6465)

Silicon Valley Security & Patrol, Inc.
Agent for Service of Process
Christopher R. Higdon, Jr.
1131 Luchessi Drive, Suite 2
San Jose, CA 95118

EXHIBIT 3



Client # 53101

August 2, 2022

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

SILICON VALLEY SECURITY & PATROL, INC.

c/o Christine A. Robison
1501 The Alameda, Ste. 205
San Jose, CA 95126

Sent via Certified Mail and Return Receipt 7022 0410 0001 5846 7346

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

Dear Sir/Madam:

Our offices represent Plaintiff BRANDON STOCKER (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant SILICON VALLEY SECURITY & PATROL, INC. (“Defendant”). Plaintiff was employed by Defendant in California from October of 2021 to May of 2022 as non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities,

dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

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

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

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

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
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San Diego, CA 92121
Telephone: (619) 255-9047
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julieann@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

BRANDON STOCKER, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

SILICON VALLEY SECURITY & PATROL,
INC., a California corporation; and DOES 1
through 50, Inclusive;

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

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

- 1 6. FAILURE TO PROVIDE ACCURATE
2 ITEMIZED STATEMENTS IN
3 VIOLATION OF CAL. LAB. CODE §
4 226;
5 7. FAILURE TO REIMBURSE
6 EMPLOYEES FOR REQUIRED
7 EXPENSES IN VIOLATION OF CAL.
8 LAB. CODE § 2802;
9 8. FAILURE TO PROVIDE WAGES
10 WHEN DUE IN VIOLATION OF CAL.
11 LAB. CODE §§ 201, 202 AND 203;
12 9. UNLAWFUL DEDUCTIONS IN
13 VIOLATION OF CAL. LAB. CODE §
14 221.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff Brandon Stocker ("PLAINTIFF") an individual, on behalf of himself and all other
17 similarly situated current and former employees alleges on information and belief, except for his own
18 acts and knowledge which are based on personal knowledge, the following:

19 **THE PARTIES**

20 1. Defendant SILICON VALLEY SECURITY & PATROL, INC. ("DEFENDANT") is a
21 California corporation that all relevant times mentioned herein conducted and continues to conduct
22 substantial business in the state of California.

23 2. DEFENDANT provides, among other services, patrol services and security guards in
24 California, including in the county of Alameda where PLAINTIFF worked.

25 3. PLAINTIFF was employed by DEFENDANT in California between October 2021 and
26 May 2022 at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis,
27 and entitled to the legally required meal and rest periods and payment of minimum and overtime wages
28 due for all time worked.

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

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

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

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

THE CONDUCT

A. Meal Period Violations

8. Pursuant to the Industrial Welfare Commission Wage Orders and the California Labor

1 Code, DEFENDANTS are required to pay PLAINTIFF and CALIFORNIA CLASS for all their time
2 worked, meaning the time during which an employee is subject to the control of an employer, including
3 all the time the employee is suffered or permitted to work. DEFENDANTS required PLAINTIFF and,
4 based on information and belief, the CALIFORNIA CLASS to work without paying them for all the
5 time they were under DEFENDANTS' control.

6 9. Specifically, during the CALIFORNIA CLASS PERIOD, DEFENDANTS required
7 PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, from time to time to
8 work while clocked out during what was supposed to be their off-duty meal break as a result of their
9 overburdened work requirements, inadequate staffing and not being relieved of cordless
10 communication devices during their work shifts. Further, from time to time, PLAINTIFF, and based
11 on information and belief the CALIFORNIA CLASS, were from time-to-time interrupted by work
12 assignments while clocked out for what should have been their off-duty meal break as a result of, among
13 other things, not being relieved of their cordless communication devices during what should have been
14 off-the-clock, duty free meal periods.

15 10. As a result, from time to time, the PLAINTIFF, and based on information and belief the
16 CALIFORNIA CLASS, forfeited minimum wage and overtime compensation by regularly working
17 without their time being accurately recorded and without compensation at the applicable minimum
18 wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF, and
19 based on information and belief the CALIFORNIA CLASS, for all time worked is evidenced by
20 DEFENDANTS' business records.

21 11. Further, from time to time, during the CALIFORNIA CLASS PERIOD, as a result of their
22 rigorous work schedules, inadequate staffing and not being relived of cordless communication devices
23 during his shifts, PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, were
24 from time-to-time unable to take thirty (30) minute duty-free meal breaks and were not fully relieved
25 of duty for their meal periods. PLAINTIFF, and based on information and belief the CALIFORNIA
26 CLASS, were required from time-to-time to perform work as ordered by DEFENDANTS for more than
27 five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from time-
28 to-time failed to provide PLAINTIFF and, based on information and belief the CALIFORNIA CLASS,

1 with a second off-duty meal period for some workdays in which these employees were required by
2 DEFENDANTS to work ten (10) hours of work from time-to-time. PLAINTIFF, and based on
3 information and belief the CALIFORNIA CLASS, therefore forfeited meal breaks without additional
4 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

5 12. Finally, in violation of the applicable sections of the California Labor Code and the
6 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter
7 of company policy, practice and procedure, intentionally, knowingly and systematically failed to
8 compensate PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, an
9 additional hour of premium pay for missed meal periods from time to time. This uniform policy and
10 practice of DEFENDANTS is intended to purposefully avoid the payment for all time worked as
11 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
12 advantage over competitors who complied with the law.

13 **B. Rest Period Violations**

14 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFF, and based on information and
15 belief the CALIFORNIA CLASS, were required from time-to-time to work in excess of four (4) hours
16 without being provided ten (10) minute rest periods as a result of their overburdened work
17 requirements, inadequate staffing and not being relived of cordless communication devices during their
18 shifts. Further, these employees were denied their first rest periods of at least ten (10) minutes for some
19 shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at
20 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time,
21 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
22 hours or more from time to time. PLAINTIFF, and based on information and belief the CALIFORNIA
23 CLASS, were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work
24 schedules, inadequate staffing and not being relived of cordless communication devices during their
25 shifts, PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, were from time
26 to time denied their proper rest periods by DEFENDANTS and their managers.

27 14. Finally, in violation of the applicable sections of the California Labor Code and the
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter

1 of company policy, practice and procedure, intentionally, knowingly and systematically failed to
2 compensate PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, an
3 additional hour of premium pay for missed rest periods from time to time. This uniform policy and
4 practice of DEFENDANTS is intended to purposefully avoid the payment for all time worked as
5 required by California law which allows DEFENDANTS to illegally profit and gain an unfair
6 advantage over competitors who complied with the law.

7 **C. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
8 **Redeemed Sick Pay**

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

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

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

26 18. However, from-time-to-time, when calculating the regular rate of pay, in those pay
27 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double time,
28 paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary

1 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as part
2 of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-
3 overtime hours worked. Management and supervisors described the incentive/bonus program to
4 potential and new employees as part of the compensation package. As a matter of law, the incentive
5 compensation received by PLAINTIFF and other CALIFORNIA CLASS members must be included
6 in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime
7 and double time compensation, meal and rest period premiums, and redeemed sick pay to PLAINTIFF
8 and other CALIFORNIA CLASS members by DEFENDANTS. Specifically, California Labor Code
9 Section 246 mandates that paid sick time for non-employees shall be calculated in the same manner
10 as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time,
11 whether or not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as
12 articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay"
13 for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of
14 which is recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

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

25 **D. Reporting Time Claim**

26 20. The applicable Wage Order requires that on each workday that an employee reports for
27 work, as scheduled, but is not put to work or is furnished less than half of the employee's usual or
28 scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no

1 event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay,
2 which shall not be less than the minimum wage. The applicable Wage Order denominates this as
3 "Reporting Time Pay."

4 21. Specifically, during the CALIFORNIA CLASS PERIOD, DEFENDANTS required
5 PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, to report to work when
6 assigned to their various shifts. From time-to-time, over the course of their employment, PLAINTIFF,
7 and based on information and belief the CALIFORNIA CLASS, reported to work as required by
8 DEFENDANTS. On these days, PLAINTIFF, and based on information and belief the CALIFORNIA
9 CLASS, were not put to work and/or were not furnished with work for less than half of their scheduled
10 shift. When PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, report to
11 work, as scheduled, but are furnished less than half of their scheduled day's work, PLAINTIFF, and
12 based on information and belief the CALIFORNIA CLASS, are not compensated with Reporting Time
13 pay, as required by the applicable Wage Order, in that they are not paid a minimum of two hours or for
14 half of their scheduled day's work, not to exceed four hours.

15 **E. Unreimbursed Expenses**

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

27 23. During the CALIFORNIA CLASS PERIOD, in the course of their employment
28 PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, as a business expense,

1 were required by DEFENDANTS to use their own personal cellular phones and personal vehicles for
2 work related issues as a result of and in furtherance of their job duties as employees for DEFENDANTS.
3 Notwithstanding, PLAINTIFF, and based on information and belief the CALIFORNIA CLASS, were
4 never reimbursed or indemnified by DEFENDANTS for the cost associated with the use of their
5 personal cellular phones and personal vehicles for DEFENDANTS' benefit. As a result, in the course
6 of their employment with DEFENDANTS, PLAINTIFF, and based on information and belief the
7 CALIFORNIA CLASS, incurred unreimbursed business expenses which included, but were not limited
8 to, costs related to the use of their personal cellular phones and personal vehicles all on behalf of and
9 for the benefit of DEFENDANTS.

10 **F. Wage Statement Claim**

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

19 25. From time-to-time during the CLASS PERIOD, when PLAINTIFF, and based on
20 information and belief the CALIFORNIA CLASS, missed meal and rest breaks, or were paid inaccurate
21 missed meal and rest period premiums, DEFENDANTS also failed to provide PLAINTIFF, and based
22 on information and belief the CALIFORNIA CLASS, with complete and accurate wage statements
23 which failed to show, among other things, all applicable hourly rates in effect during the pay period
24 and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty
25 payments or missed meal and rest periods.

26 26. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
27 employees with an accurate itemized wage statement in writing showing, among other things, gross
28 wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay

1 period and the corresponding amount of time worked at each hourly rate, and the name and address of
2 the legal entity that is the employer. Aside, from the violations listed above in this paragraph,
3 DEFENDANTS also failed to issue to PLAINTIFF, and based on information and belief the
4 CALIFORNIA CLASS, an itemized wage statement that lists all the requirements under California
5 Labor Code 226 *et seq.* As a result, DEFENDANTS provided PLAINTIFF, and based on information
6 and belief the CALIFORNIA CLASS, with wage statements which violated Cal. Lab. Code § 226.

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

11 **G. Unlawful Deductions**

12 28. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF'S and
13 the CALIFORNIA CLASS' pay without explanations and without authorization to do so or notice to
14 PLAINTIFF and the CALIFORNIA CLASS. As a result, DEFENDANT violated Labor Code § 221.

15 29. To date, DEFENDANT has not fully paid PLAINTIFF the overtime compensation, and
16 the meal and rest break premiums still owed to him or any penalty wages owed to him under Cal. Lab.
17 Code § 203.

18 30. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
19 CLASS Members, DEFENDANT committed acts of unfair competition in violation of the California
20 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging in a
21 company-wide policy and procedure which failed to accurately calculate and record all missed meal
22 and rest periods by PLAINTIFF and other CALIFORNIA CLASS Members. The proper recording of
23 these employees' missed meal and rest breaks is the DEFENDANT's burden. As a result of
24 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT failed to
25 properly calculate and/or pay all required compensation for work performed by the members of the
26 CALIFORNIA CLASS and violated the California Labor Code and regulations promulgated
27 thereunder as herein alleged.

28 31. Specifically, as to PLAINTIFF, DEFENDANT failed to provide all the legally required

1 off-duty meal and rest breaks to him as required by the applicable Wage Order and Labor Code and
2 failed to pay him all minimum and overtime wages due to him. DEFENDANT did not have a policy
3 or practice which provided timely off-duty meal and rest breaks to PLAINTIFF and also failed to
4 compensate PLAINTIFF for his missed meal and rest breaks. The nature of the work performed by the
5 PLAINTIFF did not prevent him from being relieved of all of his duties for the legally required off-
6 duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFF with the legally
7 required meal periods is evidenced by DEFENDANT's business records. As a result of DEFENDANT
8 not accurately recording all missed meal and rest periods and/or minimum and overtime wages due, the
9 wage statements issued to PLAINTIFF by DEFENDANT violated California law, and in particular,
10 Labor Code Section 226(a). The amount in controversy for PLAINTIFF individually does not exceed
11 the sum or value of \$75,000.

12 **JURISDICTION AND VENUE**

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

17 33. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
18 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides in this County,
19 and DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in
20 this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct
21 herein alleged in this County against members of the CALIFORNIA CLASS.

22 **THE CALIFORNIA CLASS**

23 34. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
24 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action,
25 pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who
26 are or previously were employed by DEFENDANT in California and classified as non-exempt
27 employees (the "CALIFORNIA CLASS") at any time during the period beginning on four (4) years
28 prior to the filing of this Complaint and ending on the date as determined by the Court (the

1 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

3 35. DEFENDANT, as a matter of company policy, practice and procedure, and in violation
4 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and
5 the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice
6 whereby DEFENDANT systematically failed to record all meal and rest breaks missed by PLAINTIFF
7 and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this
8 work, required employees to perform this work and permits or suffers to permit this work.

9 36. DEFENDANT has the legal burden to establish that each and every CALIFORNIA
10 CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws.
11 The DEFENDANT, however, as a matter of uniform and systematic policy and procedure failed to have
12 in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice
13 to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common
14 business practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on
15 a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§
16 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not elements of this claim.

17 37. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA CLASS
18 Members is impracticable.

19 38. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
20 California law by:

21 a. Committing an act of unfair competition in violation of, Cal. Bus. & Prof. Code
22 §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company
23 policies, practices and procedures that uniformly and systematically failed to record and pay
24 PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, including
25 minimum wages owed, overtime wages owed and reporting time pay for work performed by these
26 employees;

27 b. Committing an act of unfair competition in violation of the UCL, by failing to
28 provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required

1 meal and rest periods; and,

2 c. Committing an act of unfair competition in violation of the California Unfair
3 Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab. Code § 2802 by
4 failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses
5 incurred in the discharge of their job duties.

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

8 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the
9 joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the
10 parties and the Court;

11 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
12 raised in this Complaint are common to the CALIFORNIA CLASS and will apply uniformly to every
13 CALIFORNIA CLASS Member;

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

26 d. The representative PLAINTIFF will fairly and adequately represent and protect
27 the interest of the CALIFORNIA CLASS, and has retained counsel who is competent and experienced
28 in Class Action litigation. There are no material conflicts between the claims of the representative

1 PLAINTIFF and the CALIFORNIA CLASS Members that would make class certification inappropriate.
2 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all employees in the
3 CALIFORNIA CLASS.

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

6 a. Without class certification and determination of declaratory, injunctive, statutory
7 and other legal questions within the class format, prosecution of separate actions by individual members
8 of the CALIFORNIA CLASS will create the risk of:

9 i. Inconsistent or varying adjudications with respect to individual members
10 of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties
11 opposing the CALIFORNIA CLASS; and/or,

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

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

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

27 c. Common questions of law and fact exist as to members of the
28 CALIFORNIA CLASS with respect to the practices and violations of California and federal law as listed

1 above, and predominate over any question affecting only individual members, and a Class Action is
2 superior to other available methods for the fair and efficient adjudication of the controversy, including
3 consideration of:

4 i. The interests of the members of the CALIFORNIA CLASS in individually
5 controlling the prosecution or defense of separate actions in that the substantial expense of individual
6 actions will be avoided to recover the relatively small amount of economic losses sustained by the
7 individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of
8 individual prosecution of this litigation;

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

11 A. Inconsistent or varying adjudications with respect to individual
12 members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for
13 the DEFENDANT; and/or,

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

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

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

25 41. The Court should permit this Action to be maintained as a Class Action pursuant to Cal. Code
26 of Civ. Proc. § 382 because:

27 a. The questions of law and fact common to the CALIFORNIA CLASS predominate
28 over any question affecting only individual CALIFORNIA CLASS Members because the

1 DEFENDANT's employment practices are uniform and systematically applied with respect to the
2 CALIFORNIA CLASS;

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

7 c. The members of the CALIFORNIA CLASS are so numerous that it is impractical
8 to bring all members of the CALIFORNIA CLASS before the Court;

9 d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to
10 obtain effective and economic legal redress unless the action is maintained as a Class Action;

11 e. There is a community of interest in obtaining appropriate legal and equitable relief
12 for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate
13 compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the
14 CALIFORNIA CLASS;

15 f. There is a community of interest in ensuring that the combined assets of
16 DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for
17 the injuries sustained;

18 g. DEFENDANT has acted or refused to act on grounds generally applicable to the
19 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the
20 CALIFORNIA CLASS as a whole;

21 h. The members of the CALIFORNIA CLASS are readily ascertainable from the
22 business records of DEFENDANT; and,

23 i. Class treatment provides manageable judicial treatment calculated to bring an
24 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
25 conduct of DEFENDANT as to the members of the CALIFORNIA CLASS.

26 42. DEFENDANT maintains records from which the Court can ascertain and identify by
27 name and job title, each of DEFENDANT's employees who have been systematically, intentionally and
28 uniformly subjected to DEFENDANT's corporate policies, practices and procedures as herein alleged.

1 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly
2 situated employees when they have been identified.

3 **THE CALIFORNIA LABOR SUB-CLASS**

4 43. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
5 Ninth Causes of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA
6 CLASS who are or previously were employed by DEFENDANT in California and who were classified
7 as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time during the period
8 beginning on four (4) years prior to the filing of this Complaint and ending on the date as determined
9 by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc.
10 § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
11 Members is under five million dollars (\$5,000,000.00).

12 44. DEFENDANT, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and
14 the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice
15 whereby DEFENDANT failed to correctly calculate compensation for the time worked by PLAINTIFF
16 and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
17 these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to
18 perform this work and permitted or suffered to permit this work. DEFENDANT has uniformly denied
19 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in
20 order to unfairly cheat the competition and unlawfully profit.

21 45. DEFENDANT maintains records from which the Court can ascertain and identify by job
22 title each of DEFENDANT's employees who as CALIFORNIA LABOR SUB-CLASS Members have
23 been systematically, intentionally and uniformly misclassified as independent contractors as a matter of
24 DEFENDANT's corporate policy, practices and procedures. PLAINTIFF will seek leave to amend the
25 complaint to include these additional job titles when they have been identified.

26 46. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
27 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

28 47. Common questions of law and fact exist as to members of the CALIFORNIA LABOR

1 SUB-CLASS, including, but not limited to, the following:

2 a. Whether DEFENDANT unlawfully failed to correctly calculate and pay
3 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for missed meal and rest
4 breaks in violation of the California Labor Code and California regulations and the applicable California
5 Wage Order;

6 b. Whether DEFENDANT failed to provide the PLAINTIFF and the other members
7 of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;

8 c. Whether DEFENDANT has engaged in unfair competition by the above-listed
9 conduct;

10 d. The proper measure of damages and penalties owed to the members of the
11 CALIFORNIA LABOR SUB-CLASS; and,

12 e. Whether DEFENDANT's conduct was willful.

13 48. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under
14 California law by:

15 a. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to accurately pay PLAINTIFF
16 and the members of the CALIFORNIA LABOR SUB-CLASS the correct overtime pay for which
17 DEFENDANT is liable pursuant to Cal. Lab. Code § 1194 & § 1198;

18 b. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and
19 the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty
20 (30) minute meal breaks and the legally required rest breaks;

21 c. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately
22 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
23 wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

24 d. Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the
25 CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties;
26 and,

27 e. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
28 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing

1 showing the corresponding correct amount of wages earned by the employee; and,

2 f. Violating Cal. Lab. Code § 221 by unlawfully deducting wages from
3 PLAINTIFF'S and other members of the CALIFORNIA CLASS' pay.

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

6 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
7 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and
8 the disposition of their claims as a class will benefit the parties and the Court;

9 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
10 raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply
11 uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;

12 c. The claims of the representative PLAINTIFF are typical of the claims of each
13 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all other members of the
14 CALIFORNIA LABOR SUB-CLASS was improperly classified as an independent contractor and was
15 thus denied minimum wage pay and meal and rest breaks, among other things, as a result of
16 DEFENDANT's systematic classification practices. PLAINTIFF and all other members of the
17 CALIFORNIA LABOR SUB-CLASS sustained economic injuries arising from DEFENDANT's
18 violations of the laws of California; and,

19 d. The representative PLAINTIFF will fairly and adequately represent and protect
20 the interest of the CALIFORNIA LABOR SUB-CLASS and has retained counsel who are competent
21 and experienced in Class Action litigation. There are no material conflicts between the claims of the
22 representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would
23 make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will
24 vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

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

27 a. Without class certification and determination of declaratory, injunctive, statutory
28 and other legal questions within the class format, prosecution of separate actions by individual members

1 of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

2 i. Inconsistent or varying adjudications with respect to individual members
3 of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct
4 for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

5 ii. Adjudication with respect to individual members of the CALIFORNIA
6 LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members
7 not party to the adjudication or substantially impair or impede their ability to protect their interests.

8 b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
9 refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making
10 appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that
11 the DEFENDANT uniformly classified and treated the members of the CALIFORNIA LABOR SUB-
12 CLASS as independent contractors and, thereafter, uniformly failed to take proper steps to determine
13 whether the CALIFORNIA LABOR SUB-CLASS Members were properly classified as independent
14 contractors, and thereby denied these employees the protections afforded to them under the California
15 Labor Code;

16 c. Common questions of law and fact predominate as to the members of the
17 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California law as
18 listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-
19 CLASS Members, and a Class Action is superior to other available methods for the fair and efficient
20 adjudication of the controversy, including consideration of:

21 i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS in
22 individually controlling the prosecution or defense of separate actions in that the substantial expense of
23 individual actions will be avoided to recover the relatively small amount of economic losses sustained
24 by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial
25 expense and burden of individual prosecution of this litigation;

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

28 1. Inconsistent or varying adjudications with respect to individual members

1 of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct
2 for the DEFENDANT; and/or,

3 2. Adjudications with respect to individual members of the CALIFORNIA
4 LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members
5 not parties to the adjudication or substantially impair or impede their ability to protect their interests;

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

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

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

17 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-
18 CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS
19 Members;

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

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

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

1 Action;

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

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

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

12 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily
13 ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS
14 consists of all CALIFORNIA CLASS Members who are or previously were employed by
15 DEFENDANT in California as Drivers and classified as independent contractors during the
16 CALIFORNIA LABOR SUB-CLASS PERIOD; and,

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

20 **FIRST CAUSE OF ACTION**

21 **For Unlawful Business Practices**

22 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

23 **(By PLAINTIFF and the CALIFORNIA CLASS Against All DEFENDANT and DOES 1 -50)**

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

26 53. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof. Code §
27 17021.

28 54. California Business & Professions Code §§ 17200, *et seq.* (the "UCL") defines unfair

1 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes
2 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

3
4 Any person who engages, has engaged, or proposes to engage in unfair competition
5 may be enjoined in any court of competent jurisdiction. The court may make such
6 orders or judgments, including the appointment of a receiver, as may be necessary to
7 prevent the use or employment by any person of any practice which constitutes unfair
8 competition, as defined in this chapter, or as may be necessary to restore to any person
9 in interest any money or property, real or personal, which may have been acquired by
10 means of such unfair competition.

11 Cal. Bus. & Prof. Code § 17203.

12 55. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a
13 business practice which violates California law, including but not limited to, the applicable Industrial
14 Wage Order(s), the California Code of Regulations and the California Labor Code including Sections
15 201, 202, 203, 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198 & 2802, for which this
16 Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as
17 may be necessary to prevent and remedy the conduct held to constitute unfair competition, including
18 restitution of wages wrongfully withheld.

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

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

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

4 59. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair and
5 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide all legally
6 required meal breaks to PLAINTIFF and the other members of the CALIFORNIA CLASS as required
7 by Cal. Lab. Code §§ 226.7 and 512.

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

12 61. PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA
13 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
14 timely provided as required by law.

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

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

26 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
27 seek such relief as may be necessary to restore to them the money and property which DEFENDANT
28 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been

1 deprived, by means of the above described unlawful and unfair business practices, including earned but
2 unpaid wages for all overtime worked.

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

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

14 **SECOND CAUSE OF ACTION**

15 **For Failure to Pay Overtime Compensation**

16 **[Cal. Lab. Code §§ 510, *et seq.*]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Against DEFENDANT and DOES**
18 **1 – 50)**

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

22 68. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a
23 claim for DEFENDANT's willful and intentional violations of the California Labor Code and the
24 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
25 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve
26 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

8 72. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
9 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for
10 DEFENDANT and were not paid for all the time they worked, including overtime work.

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

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

24 75. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive full
26 compensation for all overtime worked.

27 76. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
28 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFF and the other members of
2 the CALIFORNIA LABOR SUB-CLASS are not subject to a valid collective bargaining agreement that
3 would preclude the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings
4 this Action on behalf of himself and the CALIFORNIA LABOR SUB-CLASS based on
5 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of California.

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

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

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

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

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

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

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

18 **THIRD 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 DEFENDANT and**
22 **DOES 1 - 50)**

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

26 84. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a
27 claim for DEFENDANT's willful and intentional violations of the California Labor Code and the
28 Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and

1 pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

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

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

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

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

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

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

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

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

21 96. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
22 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as
23 the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California
24 Labor Code and/or other applicable statutes. DEFENDANT's conduct as alleged herein was willful,
25 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS
26 Members are entitled to seek and recover statutory costs.

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1 **FOURTH CAUSE OF ACTION**

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

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Against DEFENDANT and DOES**
5 **1 – 50)**

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

9 98. During the CALIFORNIA CLASS PERIOD, from time to time, DEFENDANT failed to
10 provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA
11 LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature
12 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not
13 prevent these employees from being relieved of all of their duties for the legally required off-duty meal
14 periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR
15 SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their
16 meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
17 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work
18 is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
19 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some
20 workdays in which these employees were required by DEFENDANT to work ten (10) hours of work.
21 As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore
22 forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict
23 corporate policy and practice.

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

100. 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.

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Against DEFENDANT and DOES
1 – 50)

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

102. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

103. 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.

104. 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

1 all wages earned and due, interest, penalties, expenses and costs of suit.

2 **SIXTH CAUSE OF ACTION**

3 **For Failure to Provide Accurate Itemized Statements**

4 **[Cal. Lab. Code § 226]**

5 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Against DEFENDANTS and**
6 **DOES 1 - 50)**

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

10 106. Cal. Labor Code § 226 provides that an employer must furnish employees with an
11 “accurate itemized” statement in writing showing:

- 12 1) gross wages earned,
- 13 2) total hours worked by the employee, except for any employee whose
14 compensation is solely based on a salary and who is exempt from payment of overtime under subdivision
15 (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- 16 3) the number of piecerate units earned and any applicable piece rate if the employee
17 is paid on a piece-rate basis,
- 18 4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item,
- 20 5) net wages earned,
- 21 6) the inclusive dates of the period for which the employee is paid,
- 22 7) the name of the employee and his or her social security number, except that by
23 January 1, 2008, only the last four digits of his or her social security number or an employee
24 identification number other than a social security number may be shown on the itemized statement,
- 25 8) the name and address of the legal entity that is the employer, and
- 26 9) all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate by the employee.

28 107. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other

1 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to
2 show, among other things, the correct gross and net wages earned, all applicable hourly rates in effect
3 during the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee and correct amount of time worked in violation of Cal. Lab. Code § 226. Aside, from the
5 violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized
6 wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
7 DEFENDANT from time to time provided PLAINTIFF and the other members of the CALIFORNIA
8 CLASS with wage statements which violated Cal. Lab. Code § 226.

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

20 **SEVENTH CAUSE OF ACTION**

21 **For Failure to Reimburse Employees for Required Expenses**

22 **[Cal. Lab. Code § 2802]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Against DEFENDANTS and**

24 **DOES 1 – 50)**

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

28 110. Cal. Lab. Code § 2802 provides, in relevant part, that:

1 An employer shall indemnify his or her employee for all necessary
2 expenditures or losses incurred by the employee in direct consequence of
3 the discharge of his or her duties, or of his or her obedience to the directions
4 of the employer, even though unlawful, unless the employee, at the time of
5 obeying the directions, believed them to be unlawful.

6 111. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to
7 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
8 required expenses incurred in the discharge of their job duties for DEFENDANT's benefit.
9 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members
10 for expenses which included, but were not limited to, costs related to using their personal cellular phones
11 and personal vehicles all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF
12 and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell
13 phones and personal vehicles to respond to work related issues. DEFENDANT's uniform policy,
14 practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
15 members for expenses resulting from using their personal cellular phones and personal vehicles for
16 DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses
17 were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's
18 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses
19 incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed
20 to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
21 these expenses as an employer is required to do under the laws and regulations of California

22 112. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by
23 them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for
24 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate
25 and costs under Cal. Lab. Code § 2802. There was no definite term in PLAINTIFF's or any
26 CALIFORNIA LABOR SUB-CLASS Members' employment contract.

27 ///

EIGHTH CAUSE OF ACTION
FAILURE TO PAY WAGES WHEN DUE

(Cal. Lab. Code §§201, 202, 203)

(Alleged by PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and against all Defendants)

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

114. Cal. Lab. Code § 200 provides that:

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

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

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

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

117. There was no definite term in Plaintiff Lane or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

118. Cal. Lab. Code § 203 provides:

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

1 119. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS
2 Members terminated and DEFENDANTS have not tendered payment of wages, to these
3 employees who missed meal and rest breaks, worked off the clock, or reported to work
4 without pay, as required by law.

5 120. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the members
6 of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF demands
7 up to thirty days of pay as penalty for not paying all wages due at time of termination for all
8 employees whose employment terminated during the CALIFORNIA LABOR SUB-CLASS
9 PERIOD, and demands an accounting and payment of all wages due, plus interest and
10 statutory costs as allowed by law.

11 **NINTH CAUSE OF ACTION**

12 **Unlawful Deductions**

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

14 **(Alleged by PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and against all**
15 **Defendants)**

16 121. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
17 allegations in the preceding paragraphs.

18 122. During the CLASS PERIOD, DEFENDANT regularly and consistently maintained
19 corporate policies and procedures designed to reduce labor costs by reducing or minimizing the amount
20 of compensation paid to its employees, especially overtime compensation.

21 123. DEFENDANT made unlawful deductions from PLAINTIFF and the other
22 CALIFORNIA LABOR SUB-CLASS Members' paychecks earned by PLAINTIFF and the other
23 CALIFORNIA LABOR SUB-CLASS Members during various pay periods.

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

26 125. Labor Code § 223 provides that where any statute or contract requires an employer to
27 maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting
28 to pay the wage designated by statute or by contract. Labor Code section 225 further provides that the

violation of any provision of Labor Code §§ 221 and 223 is a misdemeanor.

126. As a result of the conduct alleged above, DEFENDANTS unlawfully collected or received from PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS Members part of the wages paid to their employees.

127. Wherefore, PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS Members demand the return of all wages unlawfully deducted from the paychecks, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit pursuant to Labor Code §§ 225.5 and 1194.

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 all 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, Eighth, and Ninth 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 compensatory damages for overtime compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

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

5 D) Meal and rest period compensation pursuant to California Labor Code Section 226.7 and
6 the applicable IWC Wage Order;

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

9 F) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;
10 and,

11 G) The wages of all terminated employees from the CALIFORNIA LABOR SUB-CLASS
12 as a penalty from the due date thereof at the same rate until paid or until an action therefore is
13 commenced, in accordance with Cal. Lab. Code § 203; and

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 law,
18 including, but not limited to, pursuant to Labor Code §226, §1194 and/or §2802.

19
20 Dated: August 2, 2022

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

21
22
23 By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFFS
24
25
26
27
28

DEMAND FOR JURY TRIAL

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

Dated: August 2, 2022

Respectfully Submitted,
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:

Silicon Valley Security
& Patrol, Inc.
c/o Christine A. Robinson
1501 The Alameda, Ste 205
San Jose, CA 95126



9590 9402 7420 2055 3643 32

2. Article Number (Transfer from service label)

7022 0410 0001 5846 7346

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Tamara Goodman* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Tamara Goodman

C. Date of Delivery

8/8/22

D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ Yes ☐ No

8/2/22 Stocker 002-374

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

all Restricted Delivery

Domestic Return Receipt

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Stocker v. Silicon (002-374)							
07/29/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	2:54	1,595.00	1,595.00
08/18/2022	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re CMC	550.00	0:12	110.00	1,705.00
08/21/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re NOA	550.00	0:18	165.00	1,870.00
08/21/2022	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re Case Status	550.00	0:30	275.00	2,145.00
08/25/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Oliver Case	550.00	0:30	275.00	2,420.00
09/19/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:36	330.00	2,750.00
09/23/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re E Service	550.00	0:18	165.00	2,915.00
09/23/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Claims	550.00	0:24	220.00	3,135.00
10/14/2022	No	Jean Claude Lapuyade	Case Management - R&R Tentative	550.00	0:18	165.00	3,300.00
10/18/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re FAC	550.00	0:18	165.00	3,465.00
10/20/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Notice	550.00	0:12	110.00	3,575.00
10/24/2022	No	Jean Claude Lapuyade	Case Management - TCW Plaintiff Counsel Re Mediation	550.00	0:24	220.00	3,795.00
10/27/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	550.00	0:30	275.00	4,070.00
10/31/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	4,235.00
11/03/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	550.00	0:24	220.00	4,455.00
11/07/2022	No	Jean Claude Lapuyade	Case management - Emails to/from OC Re Answer	550.00	0:18	165.00	4,620.00
11/29/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Tentative	550.00	0:12	110.00	4,730.00
12/07/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC RE Amended Pleading	550.00	0:48	440.00	5,170.00
12/12/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	5,390.00
12/13/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Amend	550.00	0:12	110.00	5,500.00
12/15/2022	No	Jean Claude Lapuyade	Pleadings - Emails Re SAC Service	550.00	0:18	165.00	5,665.00
12/20/2022	No	Jean Claude Lapuyade	Pleadings - R&R Reassignment	550.00	0:18	165.00	5,830.00
12/22/2022	No	Jean Claude	Case Management - R&R Court's MO	550.00	0:12	110.00	5,940.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
01/08/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from Co-Counsel Re JOA	550.00	0:18	165.00	6,105.00
01/13/2023	No	Jean Claude Lapuyade	Legal Research - Motion to Strike/Demurrer Answer (SOL, Unclean Hands and Laches)	550.00	2:48	1,540.00	7,645.00
01/13/2023	No	Jean Claude Lapuyade	Pleadings - R&R Answer	550.00	1:30	825.00	8,470.00
02/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	550.00	0:24	220.00	8,690.00
02/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	550.00	0:30	275.00	8,965.00
03/22/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from Mediator	550.00	0:30	275.00	9,240.00
03/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	9,515.00
05/08/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Court's Tentative	550.00	0:18	165.00	9,680.00
05/19/2023	No	Jean Claude Lapuyade	Discovery - R&R Revised Stip to Stay	550.00	0:42	385.00	10,065.00
05/30/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Stay	550.00	0:18	165.00	10,230.00
06/16/2023	No	Maria Watters	File maintenance	175.00	0:30	87.50	10,317.50
07/24/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	10,482.50
07/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	10,757.50
07/28/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	4:00	2,200.00	12,957.50
07/28/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	13,177.50
07/31/2023	No	Jean Claude Lapuyade	Discovery - R&R Supp. Mediation Data Production	550.00	3:54	2,145.00	15,322.50
08/01/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Mediation Data Analysis	550.00	0:42	385.00	15,707.50
08/01/2023	No	Jean Claude Lapuyade	Discovery - R&R Supp. Data Production	550.00	2:30	1,375.00	17,082.50
08/14/2023	No	Jean Claude Lapuyade	Fact Investigation _ Entity Transfer Research	550.00	1:36	880.00	17,962.50
08/25/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	18,347.50
08/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	18,622.50
09/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:18	165.00	18,787.50
09/08/2023	No	Jean Claude Lapuyade	Discovery - R&R Expert Damages Report and TCW Expert Re Same	550.00	3:06	1,705.00	20,492.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:12	110.00	20,602.50
09/13/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	6:54	3,795.00	24,397.50
09/14/2023	No	Jean Claude Lapuyade	Discovery - R&R Updated Expert Report	550.00	3:06	1,705.00	26,102.50
09/18/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief	550.00	4:30	2,475.00	28,577.50
09/21/2023	No	Sydney Castillo-Johnson	Discovery - Emails to/from Expert Re Data Analysis	400.00	0:42	280.00	28,857.50
09/25/2023	No	Jean Claude Lapuyade	Mediation - Attend Médiation	550.00	8:00	4,400.00	33,257.50
09/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	33,532.50
09/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:42	385.00	33,917.50
09/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	1:00	550.00	34,467.50
10/02/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	34,687.50
10/16/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE MOU	550.00	0:30	275.00	34,962.50
10/16/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	35,182.50
10/30/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:42	385.00	35,567.50
10/30/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	35,787.50
11/07/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	550.00	0:18	165.00	35,952.50
01/04/2024	No	Jean Claude Lapuyade	Settlement - Revise and Edited SAR	550.00	1:06	605.00	36,557.50
01/05/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	36,722.50
02/16/2024	No	Sydney Castillo-Johnson	Settlement - R&R SAR with Defense Edits	400.00	2:00	800.00	37,522.50
02/20/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:42	385.00	37,907.50
02/20/2024	No	Jean Claude Lapuyade	Pleadings/Settlement - Drafted, Revised and Edited TAC	550.00	1:12	660.00	38,567.50
02/21/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:48	440.00	39,007.50
02/23/2024	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited Approval Motion	550.00	2:30	1,375.00	40,382.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	40,657.50
02/26/2024	No	Jean Claude Lapuyade	Pleadings - Emails to/from All Counsel Re TAC Edits	550.00	0:42	385.00	41,042.50
02/29/2024	No	Jean Claude Lapuyade	law and motion - Emails to/from OC Re MPA Review	550.00	0:12	110.00	41,152.50
03/04/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Dec. ISO Approval	550.00	0:18	165.00	41,317.50
Total for Stocker v. Silicon (002-374)					76:12	\$41,317.50	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Stocker v. Silicon (002-374)						
06/30/2022	Journal Entry	June 2022		Postage for June 2022	7.33	7.33
		Postage				
07/31/2022	Journal Entry	July 2022		Copies for July 2022	2.00	9.33
		Postage				
07/31/2022	Journal Entry	July 2022		Postage for July 2022	7.82	17.15
		Postage				
08/23/2022	Expense		One Legal LLC	One Legal Order Number: 18791264 - Filing Fee Re: Notice and Acknowledgment of Receipt	20.02	37.17
08/31/2022	Journal Entry	August 2022		Postage for August 2022	9.41	46.58
		Postage				
08/31/2022	Journal Entry	August 2022		Copies for August 2022	4.60	51.18
		Postage				
09/30/2022	Journal Entry	Sept. 2022		Postage for September 2022	9.41	60.59
		Postage				
09/30/2022	Journal Entry	Sept. 2022		Copies for September 2022	4.60	65.19
		Postage				
10/13/2022	Expense		One Legal LLC	One Legal Order Number: 19071854 - Filing Fee Re: Amended Complaint, Proof of Service	20.02	85.21
10/31/2022	Journal Entry	Oct. 2022		Copies for October 2022	0.40	85.61
		Postage				
11/10/2022	Expense		One Legal LLC	One Legal Order Number: 19275494 - Filing Fee Re: Case Management Statement, Proof of Service	20.02	105.63
11/30/2022	Journal Entry	Nov. 2022		Copies for November 2022	1.00	106.63
		Postage				
12/31/2022	Journal Entry	Dec 2022		Copies for December 2022	1.40	108.03
		Postage				
12/31/2022	Journal Entry	Dec 2022		Postage for December 2022	15.64	123.67
		Postage				
01/31/2023	Journal Entry	Jan 2023		Copies for January 2023	3.90	127.57
		Postage				
03/31/2023	Journal Entry	Mar 2023		Copies for March 2023	0.40	127.97
		Postage				
04/21/2023	Expense		One Legal LLC	One Legal Order no. 20265168- Filing Fee Re: Case Management Statement, Proof of Service	20.49	148.46
04/30/2023	Journal Entry	April 2023		Copies for April 2023	0.10	148.56
		Postage				
05/26/2023	Expense		One Legal LLC	One Legal Order Number: 20466901 - Filing Fee Re: Stipulation and Order, Proof of Service	41.08	189.64
05/31/2023	Journal Entry	May 2023		Copies for May 2023	0.30	189.94
		Postage				
06/30/2023	Journal Entry	June 2023		Copies for June 2023	0.20	190.14
		Postage				
08/28/2023	Check	3397	Serratore Law	Mediation	3,125.00	3,315.14
08/31/2023	Journal Entry	August 2023		Postage for August 2023	1.26	3,316.40
		Postage				
08/31/2023	Journal Entry	August 2023		Copies for August 2023	0.30	3,316.70
		Postage				
09/30/2023	Journal Entry	Sept. 2023		Copies for September 2023	0.10	3,316.80
		Postage				

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
10/16/2023	Check	3473	Berger Consulting Group	Inv. 8600	1,787.50	5,104.30
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.45	5,104.75
10/31/2023	Journal Entry	Oct. 2023 Postage		Postage for October 2023	0.63	5,105.38
Total for Stocker v. Silicon (002-374)					\$5,105.38	
TOTAL					\$5,105.38	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

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

REPORTED CASES

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

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

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

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

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 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);