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Filed - 10/24/2025
Electronically filed by Superior Court of California
County of Placer on 10/24/2025
Jake Chatters, Clerk of the Court
By R. Hall Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

GEOVANNI VAZQUEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

CALCARE, INC., a California corporation;
CARPINTERICA LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: S-CV-0049068

Honorable Michael Jones
Department 3

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 11, 2025
Time: 8:30 a.m.
Department: 3

Complaint Filed: September 7, 2022
Trial Date: None Set

1 This matter has come before the Honorable Michael Jones in Department 3 of the Superior
2 Court of the State of California, for the County of Placer, on September 11, 2025, at 8:30 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Geovanni Vazquez ("Plaintiff Vazquez") and
5 Graham Hollis APC appears as counsel for Plaintiff Dorothea Bowens ("Plaintiff Bowens"),
6 individually and on behalf of all others similarly situated and aggrieved employees and Fisher
7 Phillips LLP appears as counsel for Defendants Carpinteria Kalesta, Trestles Hamoa LLC dba
8 Valley Skilled Nursing Center, Three Arch LLC dba The Villas at Saratoga, Newport LLC dba
9 Almond Vista Healthcare Center, Napili Bay LLC dba Los Banos Post-Acute, and Coronado Bay
10 LLC dba Harvest Crossing Post Acute (together "Defendants").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
13 Preliminary Approval of Class Action and PAGA Settlement.

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
16 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
17 "**EXHIBIT 3**" to the Declaration of Brian J. St. John in Support of Plaintiffs' Motion for
18 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
19 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
22 the Settlement Agreement.

23 3. The Court hereby grants Plaintiff Vazquez leave to file the [Proposed] First
24 Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys
25 General Act, Cal. Labor Code § 2698, Et Seq. ("First Amended Complaint") which is attached
26 hereto as "**EXHIBIT A.**" The First Amended Complaint shall be deemed filed as of the date of the
27 entry of this Order, and shall be the operative complaint in the Action for purposes of Settlement,
28 including the release of claims.

1 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
2 and reasonable. It appears to the Court that extensive investigation and research have been
3 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
4 each other's respective positions. It further appears to the Court that the Settlement, at this time,
5 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
6 be presented by the further prosecution of the case. It further appears that the Settlement has been
7 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
8 entered into in good faith.

9 5. The Court preliminarily finds that the Settlement, including the allocations for the
10 Attorneys Fees and Costs, Enhancement Awards, PAGA Amount, Settlement Administration
11 Costs, and payments to the Settlement Class Members and Aggrieved Employees provided
12 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
13 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
14 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
15 made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable
16 when balanced against the probable outcome of further litigation relating to certification, liability,
17 and damages issues.

18 6. The Court concludes that, for settlement purposes only, the proposed Class meets
19 the requirements for certification under section 382 of the California Code of Civil Procedure in
20 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
21 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
22 community of interest amongst the members of the Class with respect to the subject matter of the
23 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
24 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
25 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
26 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

27 7. The Court conditionally certifies, for settlement purposes only, the Class, defined
28 as follows:

1 All current and former hourly-paid or non-exempt employees who worked for
2 Defendant Carpinteria, Defendant Kalesta, Defendant Trestles and/or the five (5)
3 other facility entities (Hamoia LLC dba Valley Skilled Nursing Center, Three Arch
4 LLC dba The Villas at Saratoga, Newport LLC dba Almond Vista Healthcare
5 Center, Napili Bay LLC dba Los Banos Post-Acute, and Coronado Bay LLC dba
6 Harvest Crossing Post Acute) allegedly affiliated with Defendant Kalesta, who
7 were not subject to an arbitration agreement, in California at any time during the
8 Class Period.

9 8. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian St. John,
10 and Maria Halwadjian of Lawyers *for* Justice, PC and Hali M. Anderson and Alex M. Kuner of
11 GrahamHollis APC as Class Counsel.

12 9. The Court provisionally appoints Plaintiff Geovanni Vazquez and Plaintiff
13 Dorothea Bowens as the Class Representatives.

14 10. The Court provisionally appoints Apex Class Action Administration (“Apex”) to
15 handle the administration of the Settlement (“Settlement Administrator”).

16 11. Within 21 calendar days after entry of this Preliminary Approval Order,
17 Defendants shall provide the Settlement Administrator with the following information about each
18 Class Member: last-known full name, mailing address, telephone number, Social Security number,
19 start and end dates employed as a non-exempt, hourly-paid employee of Defendants in California
20 during the Class Period, and such other information as is necessary for the Settlement
21 Administrator to calculate Workweeks (collectively referred to as the “Class List”) in conformity
22 with the Settlement Agreement.

23 12. The Court approves, both as to form and content, the Notice of Class Action
24 Settlement (“Class Notice”) attached hereto as “EXHIBIT B.” The Class Notice shall be provided
25 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
26 appears to fully and accurately inform the Class Members of all material elements of the
27 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
28 Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to challenge the
Workweeks credited to each of them by submitting a Workweeks Dispute, and of each Settlement
Class Member’s right and opportunity to object to the Class Settlement. The Court further finds
that distribution of the Class Notice substantially in the manner and form set forth in the

1 Settlement Agreement and this Order, and that all other dates set forth in the Settlement
2 Agreement and this Order, meet the requirements of due process and shall constitute due and
3 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
4 Administrator to mail the Class Notice to all Class Members within 14 calendar days of received
5 the Class List from Defendants, pursuant to the terms set forth in the Settlement Agreement.

6 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
7 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
8 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
9 for Exclusion no later than 45 calendar days from the initial mailing of the Class Notice
10 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
11 extended by 15 calendar days from the date of the Response Deadline. Any Class Member who
12 submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member
13 and will not have any right to object, appeal, or comment on the Class Settlement. Class Members
14 who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound
15 by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and
16 the Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by
17 the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
18 Settlement.

19 14. A Final Approval Hearing shall be held before this Court on
20 May 28, 2026 at 8:30 a.m./~~p.m.~~ in
21 Department 3 of the Superior Court of California for the County of Placer, located at 101 Maple
22 Street, Auburn, California 95603, to determine all necessary matters concerning the Settlement,
23 including: whether the proposed settlement of the action on the terms and conditions provided for
24 in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
25 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
26 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
27 Class Members and Aggrieved Employees; and determine whether to finally approve the requests
28 for the Attorneys Fees and Costs, Enhancement Awards, and Settlement Administration Costs.

1 15. Class Counsel shall file a Motion for Final Approval of the Settlement and for
2 Attorneys Fees and Costs, Enhancement Awards, PAGA Amount, and Settlement Administration
3 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
4 Administrator's declaration, by May 8, 2026,
5 to be heard at the Final Approval Hearing.

6 16. Only Class Members who do not request exclusion from the Class Settlement may
7 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
8 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
9 regardless of whether they submitted a written Objection. The Objection must be signed by the
10 Settlement Class Member and contain all information required by this Settlement Agreement. A
11 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
12 deemed to have waived any objections and will be foreclosed from making any objections
13 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

14 17. The Settlement is not a concession or admission and shall not be used against
15 Defendants as an admission or indication with respect to any claim of any fault or omission by
16 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
17 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
18 neither the Settlement, nor any document, statement, proceeding or conduct related to the
19 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
20 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
21 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
22 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
23 to establish the existence of any condition constituting a violation of, or a non-compliance with
24 state, federal, local or other applicable law, except for legal proceedings concerning the
25 implementation, interpretation, or enforcement of the Settlement.

26 18. In the event the Settlement does not become effective in accordance with the terms
27 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
28 or fails to become effective for any reason, this Order shall be rendered null and void, shall be

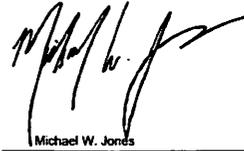
1 vacated, and the Parties shall revert back to their respective positions as of before entering into the
2 Settlement Agreement.

3 19. The Court reserves the right to adjourn or continue the date of the Final Approval
4 Hearing and any dates provided for in the Settlement Agreement without further notice to the
5 Class Members, and retains jurisdiction to consider all further applications arising out of or
6 connected with the Settlement.

7 **IT IS SO ORDERED.**

8 Dated: October 24, 2025

By:



Michael W. Jones
The Honorable Michael Jones
Judge of the Superior Court

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EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

GEOVANNI VAZQUEZ, DOROTHEA
BOWENS, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

CALCARE, INC., a California corporation;
CARPINTERICA LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: S-CV-0049068

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);

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- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff GEOVANNI VAZQUEZ (“Plaintiff Vazquez”) and Plaintiff DOROTHEA BOWENS (“Plaintiff Bowens”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

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1 11. HAMOA LLC DBA VALLEY SKILLED NURSING CENTER (“HAMOA”), at
2 all times herein mentioned, was and is, upon information and belief, a California limited liability
3 company and, at all times herein mentioned, an employer whose employees are engaged
4 throughout the State of California.

5 12. Defendant THREE ARCH LLC DBA THE VILLAS AT SARATOGA (“THREE
6 ARCH”), at all times herein mentioned, was and is, upon information and belief, a California
7 limited liability company and, at all times herein mentioned, an employer whose employees are
8 engaged throughout the State of California.

9 13. Defendant NEWPORT LLC DBA ALMOND VISTA HEALTHCARE CENTER
10 (“NEWPORT”), at all times herein mentioned, was and is, upon information and belief, a
11 California limited liability company and, at all times herein mentioned, an employer whose
12 employees are engaged throughout the State of California.

13 14. Defendant NAPILI BAY LLC DBA LOS BANOS POST-ACUTE (“NAPILI
14 BAY”), at all times herein mentioned, was and is, upon information and belief, a California
15 limited liability company and, at all times herein mentioned, an employer whose employees are
16 engaged throughout the State of California.

17 15. Defendant CORONADO BAY LLC DBA HARVEST CROSSING POST
18 ACUTE (“CORONADO BAY”), at all times herein mentioned, was and is, upon information
19 and belief, a California limited liability company and, at all times herein mentioned, an employer
20 whose employees are engaged throughout the State of California.

21 16. At all relevant times, Defendants CALCARE, CARPINTERIA, KALESTA,
22 TRESTLES, HAMOA, THREE ARCH, NEWPORT, NAPILI BAY, CORONADO BAY, and
23 DOES 1 through 100 (collectively, “Defendants”) were the “employer” of Plaintiffs within the
24 meaning of all applicable California laws and statutes.

25 17. At all times herein relevant, Defendants, and each of them, were the agents,
26 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-
27 interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were
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1 acting within the course and scope of their authority as such agents, partners, joint venturers,
2 joint employers, representatives, servants, employees, successors, co-conspirators and/or
3 assigns, and all acts or omissions alleged herein were duly committed with the ratification,
4 knowledge, permission, encouragement, authorization and/or consent of each defendant
5 designated as a DOE herein.

6 18. The true names and capacities, whether corporate, associate, individual or
7 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
8 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
9 that information and belief alleges, that each of the defendants designated as a DOE is legally
10 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
11 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
12 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
13 capacities when the same have been ascertained.

14 19. Plaintiffs further allege that Defendants directly or indirectly controlled or
15 affected the working conditions, wages, working hours, and conditions of employment of
16 Plaintiffs and the other class members so as to make each of said Defendants employers liable
17 under the statutory provisions set forth herein.

18 **CLASS ACTION ALLEGATIONS**

19 20. Plaintiffs bring this action on his own behalf and on behalf of all other members
20 of the general public similarly situated, and, thus, seeks class certification under California
21 Code of Civil Procedure section 382.

22 21. The proposed class is defined as follows:
23 All current and former hourly-paid or non-exempt employees who worked for
24 Defendants within the State of California at any time during the period from
25 four years preceding the filing of this Complaint to final judgment and who
26 reside in California.

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1 22. Plaintiffs reserve the right to establish additional subclasses as appropriate.

2 23. The class is ascertainable and there is a well-defined community of interest in
3 the litigation:

4 a. Numerosity: The class members are so numerous that joinder of all class
5 members is impracticable. The membership of the entire class is
6 unknown to Plaintiffs at this time; however, the class is estimated to be
7 greater than fifty (50) individuals and the identity of such membership is
8 readily ascertainable by inspection of Defendants' employment records.

9 b. Typicality: Plaintiffs' claims are typical of all other class members' as
10 demonstrated herein. Plaintiffs will fairly and adequately protect the
11 interests of the other class members with whom he has a well-defined
12 community of interest.

13 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
14 each class member, with whom he has a well-defined community of
15 interest and typicality of claims, as demonstrated herein. Plaintiffs have
16 no interest that is antagonistic to the other class members. Plaintiffs'
17 attorneys, the proposed class counsel, are versed in the rules governing
18 class action discovery, certification, and settlement. Plaintiffs have
19 incurred, and during the pendency of this action will continue to incur,
20 costs and attorneys' fees, that have been, are, and will be necessarily
21 expended for the prosecution of this action for the substantial benefit of
22 each class member.

23 d. Superiority: A class action is superior to other available methods for the
24 fair and efficient adjudication of this litigation because individual joinder
25 of all class members is impractical.

26 e. Public Policy Considerations: Certification of this lawsuit as a class
27 action will advance public policy objectives. Employers of this great
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state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

24. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages to Plaintiffs and other class members, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay class members for all hours worked and non-compliant (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek, failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or

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- resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
 - h. Whether Defendants complied with wage reporting with respect to Plaintiffs and the other class members as required by the California Labor Code; including, *inter alia*, section 226;
 - i. Whether Defendants kept complete and accurate payroll records with respect to Plaintiffs and the other class members as required by the California Labor Code, including, *inter alia*, section 1174(d);
 - j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
 - k. Whether Defendants' conduct with respect to the employment of Plaintiffs and the other class members alleged herein was willful or reckless;
 - l. Whether Defendants engaged in unfair business practices with respect to the employment of Plaintiffs and the other class members alleged herein in violation of California Business & Professions Code section 17200, et seq.;
 - m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
 - n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

25. At all times set forth herein, PAGA was applicable to Plaintiffs' employment by Defendants.

26. At all times set forth herein, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium

1 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
2 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
3 on behalf of himself and other current or former employees pursuant to procedures outlined in
4 California Labor Code section 2699.3.

5 27. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
6 employee,” who is any person that was employed by the alleged violator and against whom
7 one or more of the alleged violations was committed.

8 28. Plaintiffs were employed by Defendants and the alleged violations were
9 committed against them during their time of employment and they are, therefore, aggrieved
10 employees. Plaintiffs and all other individuals who worked for Defendants in California in any
11 hourly-paid or non-exempt position at Defendants at any time during the relevant time period
12 are “aggrieved employees” as defined by California Labor Code section 2699(c) (and are
13 herein referred to collectively as “aggrieved employee(s)”) in that they are current or former
14 employees of Defendants, and one or more of the alleged violations were committed against
15 them.

16 29. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
17 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
18 following requirements have been met:

19 a. The aggrieved employee shall give written notice by online submission
20 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
21 the employer of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support
23 the alleged violations.

24 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar days
27 of the postmark date of the Employee’s Notice. Upon receipt of the
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1 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
2 (65) calendar days of the postmark date of the Employee’s Notice, the
3 aggrieved employee may commence a civil action pursuant to California
4 Labor Code section 2699 to recover civil penalties in addition to any
5 other penalties to which the employee may be entitled.

6 30. On May 10, 2023, Plaintiff Bowens provided written notice by online
7 submission to the LWDA and by certified mail to Defendants of the specific provisions of the
8 California Labor Code and Industrial Welfare Commission Wage (“IWC”) Orders alleged to
9 have been violated, including the facts and theories to support the alleged violations. Plaintiff
10 Bowens did not receive any notice from the LWDA regarding either its intent to investigate or
11 not investigate the alleged violations, within sixty-five (65) days of the date of the submission
12 of Plaintiff Bowens’ notice.

13 31. On September 7, 2023, Plaintiff Vazquez provided written notice by online
14 submission to the LWDA and by certified mail to Defendants of the specific provisions of the
15 California Labor Code and Industrial Welfare Commission Wage (“IWC”) Orders alleged to
16 have been violated, including the facts and theories to support the alleged violations. Plaintiff
17 Vazquez did not receive any notice from the LWDA regarding either its intent to investigate or
18 not investigate the alleged violations, within sixty-five (65) days of the date of the submission
19 of Plaintiff Vazquez’s notice.

20 32. Therefore, the administrative prerequisites under California Labor Code section
21 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
22 Labor Code section 558 against Defendants, in addition to other remedies, for violations of
23 California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3,
24 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699,
25 2800, and 2802, California Business & Professions Code sections 17200 et seq., California
26 Code of Civil Procedure section 1021.5, and the provisions of IWC Wage Order No. 5-2001,
27 have been satisfied.

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GENERAL ALLEGATIONS

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2 33. At all relevant times set forth herein, Defendants employed Plaintiffs and other
3 class members and aggrieved employees, including the County of Placer.

4 34. Defendants, jointly and severally, employed Plaintiff Vazquez as hourly-paid,
5 non-exempt employees, from approximately January 2019 to approximately September 2019,
6 in the State of California.

7 35. Defendants, jointly and severally, employed Plaintiff Bowens as hourly-paid,
8 non-exempt employees, from approximately October 2022 to approximately February 17, 2023
9 in the State of California. Defendants willfully misclassified Plaintiff Bowens and other class
10 members and/or aggrieved employees as exempt employees when they were truly acting as
11 non-exempt employees. Plaintiff Bowens and, on information and belief, other class members
12 and/or aggrieved employees primarily performed nonmanagerial tasks, did not direct the work of
13 two or more employees, and did not exercise discretion or independent judgment in performing
14 any of their duties. All work was completed pursuant to standardized procedures and/or had to be
15 approved by supervisors. Plaintiff and, on information and belief, other class members and/or
16 aggrieved employees did not have the authority to hire or fire employees. As a direct rules of
17 Defendants' scheme of purposefully misclassifying Plaintiff Bowens and other employees as
18 exempt employees, Defendants denied, and continue to deny, Plaintiff Bowens and other class
19 members and/or aggrieved employees the specific right afforded to them under the Labor Code
20 and applicable IWC Wage Order.

21 36. Defendants hired Plaintiffs and the other class members and aggrieved
22 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
23 them for all hours worked and non-compliant (missed, short, late, or interrupted) meal periods
24 and/or rest breaks.

25 37. Defendants had the authority to hire and terminate Plaintiffs and the other class
26 members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and
27 the other class members' and aggrieved employees' employment, and to supervise their daily
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1 employment activities.

2 38. Defendants exercised sufficient authority over the terms and conditions of

3 Plaintiffs' and the other class members' and aggrieved employees' employment for them to be

4 joint employers of Plaintiffs and the other class members and aggrieved employees.

5 39. Defendants directly hired and paid wages and benefits to Plaintiffs and the other

6 class members and aggrieved employees.

7 40. Defendants continue to employ hourly-paid or non-exempt employees within the

8 State of California.

9 41. Plaintiffs and the other class members worked over eight (8) hours in a day,

10 forty (40) hours in a week, and/or six (6) consecutive days in a workweek during their

11 employment with Defendants.

12 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants

13 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or

14 non-exempt employees within the State of California. This scheme and practice involved,

15 *inter alia*, failing to pay them for all wages dues them and for non-compliant (missed, short,

16 late, or interrupted) meal periods and rest breaks in violation of California law.

17 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants

18 knew or should have known that Plaintiffs and the other class members and aggrieved

19 employees were entitled to receive certain wages for overtime compensation and that they

20 were not receiving accurate overtime compensation for all overtime hours worked.

21 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants

22 failed to use the shift differential pay/commissions/non-discretionary bonuses/non- discretionary

23 performance pay to calculate the regular rate of pay for the payment of meal or rest period

24 premium wages where Plaintiffs and the other class members earned shift differential

25 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and meal or rest

26 period premium wages in the same workweek.

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1 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 rounded the work time recorded by Plaintiff and the other class members in a manner that was
3 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff and
4 the other class members being underpaid for their time worked.

5 46. Furthermore, because Plaintiff Bowens and other class members and/or
6 aggrieved employees were misclassified as exempt, they were not require to track their hours
7 worked and therefore did not earn at least minimum wage for all hours worked or spent under
8 the control of Defendants. Additionally, Plaintiff Bowens and other class members and/or
9 aggrieved employees regularly worked in excess of eight hours in a workday and/or forty hours
10 in a workweek but were not paid any overtime wages. For instance, Plaintiff Bowens and other
11 class members and/or aggrieved employees were required to respond to emails, pull reports,
12 and complete other tasks while at home before and/or after completing a scheduled shift,
13 including submitting a census report every morning prior to 9:00 a.m. which required work to be
14 performed either the previous evening following a shift or in the morning prior to a scheduled
15 shift. Despite performing this work outside of their regularly scheduled shifts, Plaintiff Bowens
16 and other class members and/or aggrieved employees were not separately compensated for this
17 time. Thus, Plaintiff Bowens contends that she and other class members and/or aggrieved
18 employees were not timely paid all minimum, regular, and/or overtime wages for all hours
19 worked or spent under the control of Defendants, in violation of California law.

20 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 failed to provide Plaintiffs and the other class members and aggrieved employees all required
22 rest and meal periods during the relevant time period as required under the Industrial Welfare
23 Commission Wage Orders and thus they are entitled to any and all applicable penalties.
24 Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest
25 periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other
26 class members and aggrieved employees. Plaintiffs and the other class members and aggrieved
27 employees were required to perform work during meal periods and rest periods, and
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1 Defendants incentivized Plaintiffs and the other class members and aggrieved employees to
2 forego statutorily required meal periods and rest periods.

3 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members and aggrieved
5 employees were entitled to receive all meal periods or payment of one additional hour of pay at
6 Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a
7 meal period was missed, late, short, or interrupted, and they did not receive all meal periods or
8 payment of one additional hour of pay at Plaintiffs' and the other class member's and
9 aggrieved employee's regular rate of pay when a meal period was missed, late, short, or
10 interrupted.

11 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive all rest periods or payment of one additional hour of pay at
14 Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a
15 rest period was missed, late, short, or interrupted, and they did not receive all rest periods or
16 payment of one additional hour of pay at Plaintiffs' and the other class members' and
17 aggrieved employees' regular rate of pay when a rest period was missed, late, short or
18 interrupted.

19 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 required Plaintiffs and the other class members and aggrieved employees to remain on
21 Defendants' premises during purported rest periods, thereby failing to relieve them of all
22 employer control.

23 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members and aggrieved
25 employees were entitled to receive at least minimum wages for compensation and that they
26 were not receiving at least minimum wages for all hours worked.

27 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
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1 knew or should have known that Plaintiffs and the other class members and aggrieved
2 employees were entitled to receive all wages owed to them upon discharge or resignation,
3 including overtime and minimum wages and meal and rest period premiums, and they did not,
4 in fact, receive all such wages owed to them at the time of their discharge or resignation.

5 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members and aggrieved
7 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
8 and the other class members and aggrieved employees did not receive payment of all wages,
9 including overtime and minimum wages and meal and rest period premiums, within any time
10 permissible under California Labor Code section 204.

11 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive complete and accurate wage statements in accordance with
14 California law, but, in fact, they did not receive complete and accurate wage statements from
15 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
16 hours worked by Plaintiffs and the other class members and aggrieved employees, as a result of
17 requiring Plaintiffs and other class members and aggrieved employees to work “off-the-clock.”

18 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiffs and the other class members and aggrieved employees in accordance with
21 California law, but, in fact, did not keep complete and accurate payroll records. For example,
22 Defendant did not provide Plaintiff and the other class members and aggrieved employees with
23 the wages to which they were entitled for work performed “off-the-clock.”

24 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members and aggrieved
26 employees were entitled to reimbursement for necessary business-related expenses.

27 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants
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1 knew or should have known that they had a duty to compensate Plaintiffs and the other class
2 members and aggrieved employees pursuant to California law, and that Defendants had the
3 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
4 do so, and falsely represented to Plaintiffs and the other class members and aggrieved
5 employees that they were properly denied wages, all in order to increase Defendants' profits.

6 58. During the relevant time period, Defendants failed to pay overtime wages to
7 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
8 Plaintiffs and the other class members and aggrieved employees were required to work more
9 than eight (8) hours per day, forty (40) hours per week, and/or six (6) consecutive days in a
10 workweek without being paid proper overtime compensation for all overtime hours worked.
11 For example, Defendants required that Plaintiffs and the other class members and aggrieved
12 employees to work off-the-clock and did not properly compensate them for that time.

13 59. During the relevant time period, Defendants failed to use the shift differential
14 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
15 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
16 Plaintiffs and the other class members and aggrieved employees earned shift differential
17 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
18 wages in the same workweek.

19 60. During the relevant time period, Defendants failed to provide all requisite
20 compliant meal and rest periods (i.e., meal and rest periods that were not missed, late, short, or
21 interrupted) to Plaintiffs and the other class members and aggrieved employees.

22 61. During the relevant time period, Defendants required Plaintiffs and the other class
23 members and aggrieved employees to remain on Defendants' premises during purported rest
24 periods, thereby failing to relieve them of all employer control.

25 62. During the relevant time period, Defendants failed to pay Plaintiffs and the other
26 class members and aggrieved employees at least minimum wages for all hours worked.

27 63. During the relevant time period, Defendants failed to pay Plaintiffs and the other
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1 class members and aggrieved employees all wages owed to them upon discharge or
2 resignation. Plaintiff Bowens, for instance, contends that despite her employment with
3 Defendants ending on or about February 17, 2023, she was not immediately paid all wages due
4 and owing including, but not limited to, unpaid minimum, regular, overtime, and/or premium
5 wages. Plaintiff Bowens also contends that, to date, she has not received these wages owed nor
6 the required waiting time penalties.

7 64. During the relevant time period, Defendants failed to pay Plaintiffs and the other
8 class members and aggrieved employees all wages within any time permissible under
9 California law, including, *inter alia*, California Labor Code section 204.

10 65. During the relevant time period, Defendants rounded the work time recorded by
11 Plaintiffs and the other class members and aggrieved employees in a manner that was not fair
12 and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs and the
13 other class members and aggrieved employees being underpaid for their time worked.

14 66. During the relevant time period, Defendants failed to provide complete or
15 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

16 67. During the relevant time period, Defendants failed to keep complete or accurate
17 payroll records for Plaintiffs and the other class members and aggrieved employees.

18 68. During the relevant time period, Defendants failed to reimburse Plaintiffs and
19 the other class members and aggrieved employees for all necessary business-related expenses
20 and costs.

21 69. During the relevant time period, Defendants engaged in unfair business
22 practices in California, by willingly and knowingly failing to properly compensate Plaintiffs
23 and the other class members and aggrieved employees pursuant to California law in order to
24 increase Defendants' profits.

25 70. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
27 due to him [or her] under this article."
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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against all Defendants)

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4 71. Plaintiffs incorporate by reference the allegations contained in all the foregoing
5 paragraphs, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 72. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly
11 basis.

12 73. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiffs and the other class members employed by Defendants, and
14 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
15 over six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
16 worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
17 over six (6) consecutive days in a workweek.

18 74. The applicable IWC Wage Order further provides that Defendants are and were
19 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
20 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in
21 excess of eight (8) hours on the sixth consecutive day of work in a workweek.

22 75. California Labor Code section 510 codifies the right to overtime compensation
23 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
24 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
25 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
26 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
27 of work.

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1 83. At all relevant times, the applicable IWC Wage Order and California Labor
2 Code section 512(a) provide that an employer may not require, cause or permit an employee to
3 work for a work period of more than five (5) hours per day without providing the employee
4 with a meal period of not less than thirty (30) minutes, except that if the total work period per
5 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
6 consent of both the employer and employee.

7 84. At all relevant times, the applicable IWC Wage Order and California Labor
8 Code section 512(a) further provide that an employer may not require, cause or permit an
9 employee to work for a work period of more than ten (10) hours per day without providing the
10 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
11 that if the total hours worked is no more than twelve (12) hours, the second meal period may
12 be waived by mutual consent of the employer and the employee only if the first meal period
13 was not waived.

14 85. During the relevant time period, Plaintiffs and the other class members who
15 were scheduled to work for a period of time no longer than six (6) hours, and who did not
16 waive their legally-mandated meal periods by mutual consent, were required to work for
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
18 (30) minutes and/or rest period.

19 86. During the relevant time period, Plaintiffs and the other class members who
20 were scheduled to work for a period of time in excess of six (6) hours were required to work
21 for periods longer than five (5) hours without an uninterrupted meal period of not less than
22 thirty (30) minutes and/or rest period.

23 87. During the relevant time period, Defendants intentionally and willfully required
24 Plaintiffs and the other class members to work during meal periods and failed to compensate
25 Plaintiffs and the other class members the full meal period premium for work performed during
26 meal periods.

27 88. During the relevant time period, Defendants failed to pay Plaintiffs and the other
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1 class members the full meal period premium due pursuant to California Labor Code section
2 226.7.

3 89. Defendants' conduct violates applicable IWC Wage Order and California Labor
4 Code sections 226.7 and 512(a).

5 90. Pursuant to applicable IWC Wage Order and California Labor Code section
6 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
7 additional hour of pay at the employee's regular rate of compensation for each work day that
8 the meal or rest period is not provided.

9 **THIRD CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226.7)**

11 **(Against all Defendants)**

12 91. Plaintiffs incorporate by reference the allegations contained in all the foregoing
13 paragraphs, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 92. At all times herein set forth, the applicable IWC Wage Order and California
16 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
17 employment by Defendants.

18 93. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any rest period mandated by an applicable
20 order of the California IWC.

21 94. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 95. During the relevant time period, Defendants required Plaintiffs and other class
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1 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
2 rest period per each four (4) hour period worked.

3 96. During the relevant time period, Defendants willfully required Plaintiffs and the
4 other class members to work during rest periods and failed to pay Plaintiffs and the other class
5 members the full rest period premium for work performed during rest periods.

6 97. During the relevant time period, Defendants failed to pay Plaintiffs and the other
7 class members the full rest period premium due pursuant to California Labor Code section
8 226.7.

9 98. Defendants' conduct violates applicable IWC Wage Orders and California
10 Labor Code section 226.7.

11 99. Pursuant to the applicable IWC Wage Orders and California Labor Code section
12 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
13 additional hour of pay at the employees' regular hourly rate of compensation for each work
14 day that the rest period was not provided.

15 **FOURTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

17 **(Against all Defendants)**

18 100. Plaintiffs incorporate by reference the allegations contained in all the foregoing
19 paragraphs, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 101. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
22 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
23 than the minimum so fixed is unlawful.

24 102. During the relevant time period, Defendants failed to pay minimum wage to
25 Plaintiffs and the other class members, including, *inter alia*, minimum wages, regular wages,
26 overtime wages, and meal and rest premiums, as required, pursuant to California Labor Code
27 sections 1194, 1197, and 1197.1.

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1 pay Plaintiffs and the other class members who are no longer employed by Defendants their
2 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

3 109. Plaintiffs and other class members were not paid at the time of their discharge
4 wages earned and unpaid throughout their employment, including but not limited to, wages due
5 to Plaintiffs and other class members for time worked off-the-clock to perform work duties and
6 for meal and rest period premium payments

7 110. Defendants' failure to pay Plaintiffs and the other class members who are no
8 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
9 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
10 201 and 202.

11 111. California Labor Code section 203 provides that if an employer willfully fails to
12 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
13 shall continue as a penalty from the due date thereof at the same rate until paid or until an
14 action is commenced; but the wages shall not continue for more than thirty (30) days.

15 112. Plaintiffs and the other class members are entitled to recover from Defendants
16 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
17 pursuant to California Labor Code section 203.

18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 204)**

20 **(Against all Defendants)**

21 113. Plaintiffs incorporate by reference the allegations contained in all the foregoing
22 paragraphs, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 114. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the 16th and the 26th day of the month during which the labor was
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1 performed.

2 115. At all times herein set forth, California Labor Code section 204 provides that all
3 wages earned by any person in any employment between the 16th and the last day, inclusive,
4 of any calendar month, other than those wages due upon termination of an employee, are due
5 and payable between the 1st and the 10th day of the following month.

6 116. At all times herein set forth, California Labor Code section 204 provides that all
7 wages earned for labor in excess of the normal work period shall be paid no later than the
8 payday for the next regular payroll period.

9 117. During the relevant time period, Defendants intentionally and willfully failed to
10 pay Plaintiffs and the other class members all wages due to them, within any time period
11 permissible under California Labor Code section 204.

12 118. Plaintiffs and the other class members are entitled to recover all remedies
13 available for violations of California Labor Code section 204.

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 226(a))**

16 **(Against all Defendants)**

17 119. Plaintiffs incorporate by reference the allegations contained in all the foregoing
18 paragraphs, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 120. At all material times set forth herein, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
23 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
24 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
25 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
27 his or her social security number, (8) the name and address of the legal entity that is the

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1 employer, and (9) all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee. The deductions
3 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
4 showing the month, day, and year, and a copy of the statement or a record of the deductions
5 shall be kept on file by the employer for at least three years at the place of employment or at a
6 central location within the State of California.

7 121. Defendants have intentionally and willfully failed to provide Plaintiffs and the
8 other class members with complete and accurate wage statements. The deficiencies include,
9 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
10 the other class members.

11 122. As a result of Defendants' violation of California Labor Code section 226(a),
12 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
13 protected rights.

14 123. More specifically, Plaintiffs and the other class members have been injured by
15 Defendants' intentional and willful violation of California Labor Code section 226(a) because
16 they were denied both their legal right to receive, and their protected interest in receiving,
17 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

18 124. Plaintiffs and the other class members are entitled to recover from Defendants
19 the greater of their actual damages caused by Defendants' failure to comply with California
20 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
21 employee.

22 125. Plaintiffs and the other class members are also entitled to injunctive relief to
23 ensure compliance with this section, pursuant to California Labor Code section 226(h).

24 **EIGHTH CAUSE OF ACTION**

25 **(Violation of California Labor Code § 1174(d))**

26 **(Against all Defendants)**

27 126. Plaintiffs incorporate by reference the allegations contained in all the foregoing
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1 paragraphs, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 127. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
4 central location in the state or at the plants or establishments at which employees are
5 employed, payroll records showing the hours worked daily by and the wages paid to, and the
6 number of piece-rate units earned by and any applicable piece rate paid to, employees
7 employed at the respective plants or establishments. These records shall be kept in accordance
8 with rules established for this purpose by the commission, but in any case shall be kept on file
9 for not less than two years.

10 128. Defendants have intentionally and willfully failed to keep accurate and complete
11 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
12 class members.

13 129. As a result of Defendants' violation of California Labor Code section 1174(d),
14 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
15 protected rights.

16 130. More specifically, Plaintiffs and the other class members have been injured by
17 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
18 they were denied both their legal right and protected interest, in having available, accurate and
19 complete payroll records pursuant to California Labor Code section 1174(d).

20 **NINTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 2800 and 2802)**

22 **(Against all Defendants)**

23 131. Plaintiffs incorporate by reference the allegations contained in all the foregoing
24 paragraphs, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 132. Pursuant to California Labor Code sections 2800 and 2802, an employer must
27 reimburse its employee for all necessary expenditures incurred by the employee in direct
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1 consequence of the discharge of his or her job duties or in direct consequence of his or her
2 obedience to the directions of the employer.

3 133. Plaintiffs and the other class members incurred necessary business-related
4 expenses and costs that were not fully reimbursed by Defendants.

5 134. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
6 other class members for all necessary business-related expenses and costs.

7 135. Plaintiffs and the other class members are entitled to recover from Defendants
8 their business-related expenses and costs incurred during the course and scope of their
9 employment, plus interest accrued from the date on which the employee incurred the necessary
10 expenditures at the same rate as judgments in civil actions in the State of California.

11 **TENTH CAUSE OF ACTION**

12 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

13 **(Against all Defendants)**

14 136. Plaintiffs incorporates by reference the allegations contained in all the foregoing
15 paragraphs, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 137. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
19 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
20 interest within the meaning of Code of Civil Procedure section 1021.5.

21 138. Defendants' activities as alleged herein are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business &
23 Professions Code section 17200, et seq.

24 139. A violation of California Business & Professions Code section 17200, et seq.
25 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
26 policies and practices of requiring employees, including Plaintiffs and the other class members,
27 to work overtime without paying them proper compensation violate California Labor Code
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1 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
2 employees, including Plaintiffs and the other class members, to work through their meal and
3 rest periods without paying them proper compensation violate California Labor Code sections
4 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
5 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
6 practices of failing to timely pay wages to Plaintiffs and the other class members violate
7 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
8 Code sections 226(a), 1174(d), 2800 and 2802.

9 140. As a result of the herein described violations of California law, Defendants
10 unlawfully gained an unfair advantage over other businesses.

11 141. Plaintiffs and the other class members have been personally injured by
12 Defendants' unlawful business acts and practices as alleged herein, including but not
13 necessarily limited to the loss of money and/or property.

14 142. Pursuant to California Business & Professions Code sections 17200, et seq.,
15 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
16 retained by Defendants during a period that commences four years preceding the filing of this
17 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
18 1021.5 and other applicable laws; and an award of costs.

19 **ELEVENTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 2698, et seq.)**

21 **(Against all Defendants)**

22 143. Plaintiffs incorporate by reference the allegations contained in all the foregoing
23 paragraphs, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 144. PAGA expressly establishes that any provision of the California Labor Code
26 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
27 departments, divisions, commissions, boards, agencies, or employees for a violation of the
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1 California Labor Code, may be recovered through a civil action brought by an aggrieved
2 employee on behalf of himself or herself, and other current or former employees.

3 145. Whenever the LWDA, or any of its departments, divisions, commissions,
4 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
5 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
6 assess a civil penalty.

7 146. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
8 employees” as defined by California Labor Code section 2699(c) in that they are all current or
9 former employees of Defendants, and one or more of the alleged violations was committed
10 against them.

11 **Failure to Pay Overtime**

12 147. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
14 unfair activity prohibited by California Labor Code sections 510 and 1198.

15 **Failure to Provide Meal Periods**

16 148. Defendants’ failure to provide legally required meal periods to Plaintiffs and the
17 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
18 unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

19 **Failure to Provide Rest Periods**

20 149. Defendants’ failure to provide legally required rest periods to Plaintiffs and the
21 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
22 unfair activity prohibited by California Labor Code section 226.7.

23 **Failure to Pay Legally Required and Minimum Wages**

24 150. Defendants’ failure to pay legally required wages to Plaintiffs and the other
25 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
26 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

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Failure to Timely Pay Wages Upon Termination

151. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

152. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

153. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

154. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

155. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders.

156. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties against Defendants, and each of them, including but not limited to:

157. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two

1 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
2 violation;

3 158. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
4 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial
5 violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each
6 subsequent violation;

7 159. Penalties under California Labor Code section 210 in addition to, and entirely
8 independent and apart from, any other penalty provided in the California Labor Code in the
9 amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial
10 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
11 subsequent violation; and

12 160. Any and all additional penalties and sums as provided by the California Labor
13 Code and/or other statutes.

14 161. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
15 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
16 and Workforce Development Agency for the enforcement of labor laws and education of
17 employers and employees about their rights and responsibilities and twenty-five percent (25%)
18 to the aggrieved employees.

19 162. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
20 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
21 statute.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiffs, individually, and on behalf of other members of the general public similarly
24 situated, requests a trial by jury.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
27 public similarly situated, prays for relief and judgment against Defendants, jointly and
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1 severally, as follows:

2 **Class Certification**

- 3 1. That this action be certified as a class action;
- 4 2. That Plaintiffs be appointed as the representatives of the Class;
- 5 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 6 4. That Defendants provide to Class Counsel immediately the names and most
- 7 current/last known contact information (address, e-mail and telephone numbers) of all class
- 8 members.

9 **As to the First Cause of Action**

- 10 5. That the Court declare, adjudge and decree that Defendants violated California
- 11 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
- 12 all overtime wages due to Plaintiffs and the other class members;
- 13 6. For general unpaid wages at overtime wage rates and such general and special
- 14 damages as may be appropriate;
- 15 7. For pre-judgment interest on any unpaid overtime compensation commencing
- 16 from the date such amounts were due;
- 17 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 18 California Labor Code section 1194; and
- 19 9. For such other and further relief as the Court may deem just and proper.

20 **As to the Second Cause of Action**

- 21 10. That the Court declare, adjudge and decree that Defendants violated California
- 22 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
- 23 provide all meal periods (including second meal periods) to Plaintiffs and the other class
- 24 members;
- 25 11. That the Court make an award to Plaintiffs and the other class members of one
- 26 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
- 27 period was not provided;
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1 for Plaintiffs and the other class members in the amount as may be established according to
2 proof at trial;

3 26. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due;

5 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code section 1194(a);

7 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 29. For such other and further relief as the Court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 30. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
12 time of termination of the employment of Plaintiffs and the other class members no longer
13 employed by Defendants;

14 31. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 32. For statutory wage penalties pursuant to California Labor Code section 203 for
17 Plaintiffs and the other class members who have left Defendants' employ;

18 33. For pre-judgment interest on any unpaid compensation from the date such
19 amounts were due; and

20 34. For such other and further relief as the Court may deem just and proper.

21 **As to the Sixth Cause of Action**

22 35. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
24 by California Labor Code section 204 to Plaintiff and the other class members;

25 36. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 37. For pre-judgment interest on any unpaid compensation from the date such
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1 amounts were due; and

2 38. For such other and further relief as the Court may deem just and proper.

3 **As to the Seventh Cause of Action**

4 39. That the Court declare, adjudge and decree that Defendants violated the record
5 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
6 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
7 wage statements thereto;

8 40. For actual, consequential and incidental losses and damages, according to proof;

9 41. For statutory penalties pursuant to California Labor Code section 226(e);

10 42. For injunctive relief to ensure compliance with this section, pursuant to
11 California Labor Code section 226(h); and

12 43. For such other and further relief as the Court may deem just and proper.

13 **As to the Eighth Cause of Action**

14 44. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
16 for Plaintiffs and the other class members as required by California Labor Code section
17 1174(d);

18 45. For actual, consequential and incidental losses and damages, according to proof;

19 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

20 47. For such other and further relief as the Court may deem just and proper.

21 **As to the Ninth Cause of Action**

22 48. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
24 class members for all necessary business-related expenses as required by California Labor
25 Code sections 2800 and 2802;

26 49. For actual, consequential and incidental losses and damages, according to proof;

27 50. For the imposition of civil penalties and/or statutory penalties;

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1 51. For reasonable attorneys' fees and costs of suit incurred herein; and

2 52. For such other and further relief as the Court may deem just and proper.

3 **As to the Tenth Cause of Action**

4 53. That the Court decree, adjudge and decree that Defendants violated California
5 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
6 other class members all overtime compensation due to them, failing to provide all meal and
7 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
8 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
9 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
10 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

11 ///

12 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
13 all pre-judgment interest from the day such amounts were due and payable;

14 55. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violation of California Business and Professions Code sections
17 17200, et seq.;

18 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure section 1021.5;

20 57. For injunctive relief to ensure compliance with this section, pursuant to
21 California Business and Professions Code sections 17200, et seq.; and

22 58. For such other and further relief as the Court may deem just and proper.

23 **As to the Eleventh Cause of Action**

24 59. For civil penalties and wages pursuant to California Labor Code sections
25 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor
26 Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 510, 512,
27 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California

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LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

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Business & Professions Code sections 17200 et seq., California Code of Civil Procedure section 1021.5, and the provisions of IWC Wage Order No. 5-2001;

Dated: August 19, 2025

LAWYERS for JUSTICE, PC

By: 

Brian J. St. John
Attorneys for Plaintiff Giovanni Vazquez

Dated: August 19, 2025

GRAHAMHOLLIS APC

By: */s/ Alex M. Kuner*

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
NATHAN J. REESE
ALEX M. KUNER
Attorneys for Plaintiff Dorothea Bowens

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Vazquez v. Calcare, Inc., et al.

Superior Court of California for the County of Placer, Case No. S-CV-0049068

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the putative class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

The purpose of this Notice is to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and of your rights and options in connection with the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Defendant as an hourly, non-exempt employee in California during the Class Period, you are automatically included in the Class Settlement and do not need to take any further action to receive a payment.

1. Overview

A class action and Private Attorneys Act ("PAGA") settlement has been reached between Plaintiff Geovanni Vazquez ("Plaintiff Vazquez") and Plaintiff Dorethea Bowens ("Plaintiff Bowens") (together, "Plaintiffs" and "Class Representatives") and Defendants Carpinterica LLC, Trestles LLC, Kalesta Healthcare Group, LLC, Hamoa LLC, Three Arch LLC, Newport LLC, Napili Bay LLC, and Coronado Bay LLC ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Geovanni Vazquez v. Calcare, Inc., et al.*, Placer County Superior Court, Case No. S-CV-0049068 ("Action"), which may affect your legal rights. On [enter date], the Court granted preliminary approval of the settlement and scheduled a hearing on [enter date] at [enter time] ("Final Approval Hearing") to determine whether the Court should grant final approval of the settlement.

Under the terms of the proposed settlement, hourly-paid, non-exempt employees of Defendants who worked in the State of California between September 7, 2018, through July 16, 2024 ("Class Members") will receive a payment from the Net Settlement Amount should the Court grant final approval of the settlement. Class Members' actual share of the Net Settlement Amount is based on the number of weeks worked for Defendants between September 7, 2018, through July 16, 2024 (the "Class Period").

2. What is this Action about?

On September 7, 2022, Plaintiff Vazquez commenced the Action by filing a Class Action Complaint for Damages ("*Vazquez Action*") against Defendants Calcare, Inc. and Carpinterica, Inc., in Placer County Superior Court. Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting time penalties, provide accurate wage statements, keep requisite payroll records, engage in fair business practices, and reimburse business expenses. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

On June 27, 2023, Plaintiff Bowens commenced a Class Action Complaint for Damages, entitled *Dorethea Bowens v. Trestles LLC, et al.*, Sacramento Superior Court, Case No. 23CV003757 ("*Bowens Action*") against Defendant Trestles LLC, alleging violations of the California Code. On August 22, 2023, Plaintiff Bowens filed a First Amended Complaint adding a representative under for Damages and Enforcement Under the Private Attorney General Act, California Labor Code section 2698 *et seq.* Together, the *Vazquez Action* and *Bowens Action* are referred to as the "Actions."

On [enter date] Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorney General Act, California Labor Code section 2698 *et seq.* in the *Vazquez Action* adding Plaintiff Bowens, and Defendants Kalesta, Trestles LLC, Hamoa LLC, Three Arch LLC, Napili LLC, and Coronado Bay LLC, alleging violations of the California Labor Code.

Defendants deny all of the allegations in the Action or that it violated any law. Defendants contend that at all times it has

complied with federal, state, and local laws. The Court has not decided whether Plaintiffs and the Class Members or Defendants are right or whether Defendants should be required to pay Plaintiffs or Class Members any money.

After extensive discovery and information provided to Class Counsel, the Parties participated in settlement negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [enter date], the Court entered an order preliminarily approving the Settlement. By approving the Settlement and issuing this Class Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Court has appointed Apex Class Action Administration as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Graham S.P. Hollis
Hali M. Anderson
Alex M. Kuner
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: (619) 692-0800 / Fax: (619) 692-0822

The Settlement represents a compromise of highly disputed claims after contested litigation and motion practice directed to the sufficiency of Plaintiffs’ claims and whether the proposed Class could be certified. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, the Settlement is in the Parties’ best interests in light of the facts and procedural posture of the Actions and the risks and uncertainties to each side of continued litigation. Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of Plaintiffs’ or the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

3. What are the terms of the Settlement?

On [enter date], the Court certified a class, for settlement purposes only, of all hourly paid, non-exempt employees who worked for Defendants in California between September 7, 2018 through July 16, 2024. Individuals who do not opt out of the Settlement, pursuant to the procedures set forth in this Class Notice (“Settlement Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against Defendants.

Without admitting any wrongdoing, the Company agreed to pay the total gross settlement amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the “Total Settlement Amount”) to fully resolve all claims in the Actions. The Parties agreed the following payments will be paid from the Total Settlement Amount:

Settlement Administration Costs. The Court approved Apex Class Action Administrator to act as the “Settlement Administrator,” who is sending this Class Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$11,000 will be paid from the Total Settlement Amount to pay

the Settlement Administration Costs.

Payments to Class Representatives. Class Counsel will ask the Court to award Class Representatives \$10,000 each to Plaintiffs (\$20,000 total) compensate him for his efforts and work in prosecuting the Actions (“Enhancement Awards”).

Attorneys’ Fees and Costs to Class Counsel. Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e. an amount of up to \$525,000) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

Calculation of Individual Settlement Payments to Class Members. After deducting the above amounts from the Total Settlement Amount, the balance (“Net Settlement Amount”) will be distributed to the Settlement Class Members. Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks they worked for Defendants in California as an hourly paid, non-exempt employee during the Class Period (“Workweeks”).

According to the Company’s records, you worked a total of [# of weeks actually worked] during the Class Period. If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Geovanni Vazquez v. Calcare, Inc., et al.*, Case No. S-CV-0049068); (b) be signed by you; (c) contain your full name, mailing address, and telephone number, and last four (4) digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked or delivered no later than **[the Response Deadline]**. The Settlement Administrator divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Class Workweek Point Value,” and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to yield each Class Member’s estimated Individual Settlement Share. Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share. If a Class Member opts-out of the Class Settlement, his/her Individual Settlement Share will be distributed to all Settlement Class Members (i.e., those who do not opt-out).

Allocation and Tax Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated ten percent (10%) as taxable wages, which will be reported on an IRS Form W2, and ninety percent (90%) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099. The Settlement Class Member’s employee share of taxes and withholdings, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance, will be withheld from the ten percent (10%) wages portion of their Individual Settlement Share. (“Individual Settlement Payment”). Defendants will pay the Employer’s Payroll Taxes on the ten percent (10%) of the Class Members’ Individual Settlement Shares allocated as wages to the Settlement Administrator who is responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities for both the employee’s share of taxes and withholdings and the Employer’s Payroll Taxes.

Release. Upon the Effective Date, Plaintiffs and all Class Members who have not opted out of the Class Settlement (“Settlement Class Members”) will be bound by the Class Settlement, which will bar them from bringing certain claims against the Company as described here. The Settlement Class Members will fully, finally, and forever release, relinquish, and discharge any and all Released Class Claims against Defendants. If Settlement Class Members cash, deposit, or otherwise negotiate their Individual Settlement Payment, they shall be deemed to have opted-in to the Settlement under the Fair Labor Standards Act.

“Released Class Claims” means any and all claims under state, federal, or local law, arising out of the facts pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been asserted based on the facts pleaded in the Actions, including but not limited to the following claims: (1) failure to pay all wages owed at the correct rate of pay, including but not limited to overtime wages, reporting time, off-the-clock work and related wages; (2) failure to provide meal

breaks and pay meal period premiums; (3) failure to provide rest breaks and pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination or resignation; (6) failure to timely pay wages during employment; (7) failure to provide and retain accurate and compliant wage statements; (8) failure to provide and keep complete and accurate payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California's unfair competition law based on the afore-referenced claims; and (11) any and all resulting damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs.

"Released Parties" means Defendants and all of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, associates, attorneys, and any other predecessors, successors, assigns or legal representatives.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interest of the Class Members, and the entry of Judgment.

4. How will I receive money from the Settlement?

If the Court grants final approval of the Settlement, and you have not opted out of the Settlement, you will be included as a Participating Class Member without taking any further action. Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment to which you may be entitled under the Settlement.**

5. How much money will I receive from the Settlement?

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ _____. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and will only be distributed if the Court approves the Settlement and after the Settlement Effective Date.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower. After the Final Approval Hearing, to check on the progress of the Settlement, contact the Settlement Administrator at the toll-free phone number or address listed above.

Individual Settlement Payment checks will be valid and negotiable for 180 days after they are initially issued and expire after the 180th day. Thereafter, the checks will be cancelled and funds from any cancelled checks will be transmitted to the Santa Clara chapter of the Special Olympics, subject to Court approval, in the name of the Settlement Class Member(s) whose checks were cancelled, and who will remain bound by the Settlement.

6. What options do I have?

A. Participate In The Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and be issued your Individual Settlement Payment and/or Individual PAGA Payment. You can exclude yourself from the Class Settlement by following the exclusion procedure below. You will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in paragraph 3 above. You cannot opt out or exclude yourself from the PAGA Settlement.

As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Exclude Yourself from the Settlement

If you **do not** wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Geovanni Vazquez v. Calcare, Inc., et al.*, Case No. S-CV-0049068); (b) be signed by you; (c) contain your full name; (d) contain a statement clearly indicating that you want to opt out of the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked no later than [**Response Deadline**], at the following mailing address:

[Settlement Administrator]
[Mailing Address]

The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CALLES LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

C. Object to the Settlement

As long as you have not submitted a Request for Exclusion, you can object to the terms of the Settlement by submitting a written objection ("Objection") to the Settlement Administrator. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Geovanni Vazquez v. Calcare, Inc., et al.*, Case No. S-CV-0049068); (b) contain your full name and signature; (c) contain a written statement clearly stating the factual and legal basis for objecting to the Settlement; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; (e) indicate whether you are represented by counsel and identify said counsel; (f) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing; (g) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 101 Maple Street, Auburn, California 95603, or by filing in person at the same location; (h) also be mailed to the Settlement Administrator at [Mailing Address], who will provide copies to the attorneys in this Action; and (i) be filed or postmarked **on or before** [**Response Deadline**]. Regardless of whether the Court accepts or rejects your objection, you will remain a Settlement Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

7. How does the Settlement become final?

The Court will hold a Final Approval Hearing in Department 3 of the Placer County Superior Court, located at 101 Maple Street, Auburn, California 95603, on [enter date] at [enter time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Although Class Members may appear in person, the judge overseeing this case encourages remote appearances.

8. Further Information

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Placer's Online Case Access at www.placer.courts.ca.gov/online-services/online-case-access; (b) in person at Records, Superior Court of Placer, County of Placer, 101 Maple Street, Auburn, California 95603, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator. In addition, the Settlement Administrator maintains a website with copies of this

notice and the Settlement Agreement, which can be accessed at [INSERT LINK].

PLEASE DO NOT TELEPHONE OR WRITE TO THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE TOLL-FREE NUMBER ON THE BOTTOM OF THE PAGE, OR YOU MAY ALSO CONTACT CLASS COUNSEL.