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

JULIE MORA ANDRISANI, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

MAXIMUS HUMAN SERVICES, INC., a
Virginia corporation; MAXIMUS, INC., a
Virginia corporation; THE PANTHER GROUP,
INC., a Massachusetts corporation; and DOES 1
TO 50,

Defendants.

Case No.: 24CV016457

**Amended Settlement Agreement and Release
of Class Action**

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AMENDED SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION

This Amended Settlement Agreement and Release of Class Action (“Settlement Agreement”) is made and entered into by: **(1)** Plaintiff Julie Mora Andrisani (“Plaintiff”), individually and in her representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and **(2)** Defendants Maximus Human Services, Inc., Maximus, Inc., and The Panther Group, Inc. (collectively, “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. ACTION

“Action” shall mean the following civil action: *Julie Mora Andrisani v. Maximus Human Services, Inc., et al.*, case number 24CV016457, currently pending before the Superior Court of the State of California for the County of Sacramento, the PAGA Letter submitted on behalf of Julie Mora Andrisani to the LWDA, dated August 20, 2024, including any and all complaints filed and any amended complaint necessary to effectuate release of the Released Class Claims and Released PAGA Claims and any and all related letters to the LWDA and any amended letters necessary to effectuate release of the Released PAGA Claims.

1.2. ADMINISTRATIVE EXPENSES

“Administrative Expenses” shall include all costs and expenses associated with the administration of the settlement of the Action, including without limitation, locating Class Members,

1 translating, printing, and mailing the notice packets, receiving and processing objections, requests for
2 exclusion, distributing Individual Settlement Amounts to the Class Participants, distributing the portion
3 of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA Payment payable
4 to the members of the PAGA Settlement Class, calculating, administering, and determining any
5 payments and percentages under this Settlement Agreement and distributing related tax forms,
6 regularly updating counsel on the status of administration, and the accounting and maintenance of the
7 Qualified Settlement Fund, and paid to the third-party Settlement Administrator, which are estimated
8 not to exceed \$15,000.00.

9 **1.3. APPLICABLE WAGE ORDER**

10 “Applicable Wage Order” shall mean the California Industrial Welfare Commission (“IWC”)
11 Wage Order applicable to the facts of this case, including IWC Wage Order 4-2001 and others that
12 may be applicable. (Cal. Code of Regs., tit. 8, § 11040.)

13 **1.4. CLAIMS**

14 “Claims” shall mean the claims asserted in the Action.

15 **1.5. CLASS ATTORNEY FEES AND EXPENSES**

16 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
17 attributable to attorney fees and litigation expenses in connection with the Action, including but not
18 limited to, their pre-filing investigation, their commencements of the Action and all related litigation
19 activities, this Settlement and all post-Settlement compliance procedures. The Parties agree that the
20 attorneys’ fees-portion of the Class Attorney Fees and Expenses shall be no more than one-third of the
21 Gross Settlement Amount (\$85,000.00), as approved by the Court, and the award of costs and expenses
22 shall be no more than \$20,000.00. If the Escalator Provision described below is triggered so as to
23 increase the Gross Settlement Amount, the Parties agree that the fee portion of the Class Attorney Fees
24 and Expenses will increase proportionally such that the total amount of attorneys’ fees remains one-
25 third of the Gross Settlement Amount *after* the upward adjustment required by the Escalator Provision
26 is implemented.

1 **1.6. CLASS COUNSEL**

2 “Class Counsel” shall mean Jonathan Melmed, Laura Supanich, and Trishta Dordi of Melmed
3 Law Group P.C.

4 **1.7. CLASS NOTICE**

5 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the
6 form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to
7 Class Members along with the Share Form, following Preliminary Approval of the Settlement
8 Agreement to notify Class Members of the Class Settlement and explain Class Members’ options.

9 **1.8. CLASS PARTICIPANTS**

10 “Class Participants” shall mean all Class Members who do not submit timely and valid requests
11 for exclusion from the Class Settlement.

12 **1.9. CLASS PERIOD**

13 “Class Period” shall mean the period from August 20, 2020 through the later of January 5, 2026
14 or the date triggered by Section 9.2 of this Agreement.

15 **1.10. CLASS REPRESENTATIVE**

16 “Class Representative” shall mean Plaintiff Julie Mora Andrisani.

17 **1.11. CLASS SETTLEMENT**

18 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is
19 subject to Court approval.

20 **1.12. COMPLAINT**

21 “Complaint” shall mean the currently-operative complaint in the Action.

22 **1.13. COURT**

23 “Court” shall mean the Superior Court of the State of California for the County of Sacramento.

24 **1.14. DEFENDANTS**

25 “Defendants” shall mean Defendants Maximus Human Services, Inc., Maximus, Inc., and The
26 Panther Group, Inc..

1.15. DEFENSE COUNSEL

“Defense Counsel” shall mean Barbara Antonucci and Dongying Zhang of Constangy, Brooks, Smith & Prophete, LLP representing Defendant The Panther Group, Inc. and Ryan McCoy and Reiko Furuta of Seyfarth Shaw LLP representing Defendants Maximus Human Services, Inc. and Maximus, Inc.

1.16. EFFECTIVE DATE

“Effective Date” shall be the date when all of the following events have occurred: **(a)** the Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; **(b)** the Court has given preliminary approval to the Settlement Agreement; **(c)** notice has been given to the Settlement Class providing them with an opportunity to request exclusion from the Settlement Class; **(d)** the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving the Settlement Agreement; and **(e)** the later of the following events: **(i)** the expiration of the period for filing any appeal, writ, or other appellate proceeding has elapsed without any appeal, writ, or other appellate proceeding having been filed; **(ii)** the dismissal of any appeal, writ, or other appellate proceeding with no right to pursue further remedies or relief; or **(iii)** any appeal, writ, or the issuance of such other final appellate order upholding the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement Agreement shall not become effective until the Court’s order approving the Settlement Agreement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement Agreement.

1.17. EMPLOYEE’S TAXES AND REQUIRED WITHHOLDING

“Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State Unemployment Tax Act (SUTA) on the portion of any Class Participant’s Individual Settlement Amount that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

1.18. EMPLOYER’S TAXES

“Employer’s Taxes” shall mean and refer to Defendants’ share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Class Participant’s Individual Settlement Amount that constitutes wages. The Employer’s Taxes shall be separately paid by Defendants and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

1.19. FINAL APPROVAL AND FAIRNESS HEARING

“Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.20. GROSS SETTLEMENT AMOUNT

“Gross Settlement Amount” is the maximum agreed upon non-reversionary settlement amount totaling \$255,000.00 to be paid by Defendants in full settlement of the Released Class Claims and Released PAGA Claims, inclusive of the Individual Settlement Amounts paid to the Class Participants, Administrative Expenses, the Employee’s Taxes and Required Withholdings, the Class Attorney Fees and Expenses, the Incentive Award, and PAGA Payment. Defendants shall separately pay their share of the Employer’s Taxes in addition to the Gross Settlement Amount on the portion of each Individual Settlement Amount allocated as wages.

1.21. HEARING ON PRELIMINARY APPROVAL

“Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary approval of the Class Settlement.

1.22. INCENTIVE AWARD

“Incentive Award” shall mean any additional monetary payment of no more than \$10,000 provided to the Class Representative for her efforts and risks on behalf of the Settlement Class in this Action.

1.23. INDIVIDUAL SETTLEMENT AMOUNT

“Individual Settlement Amount” shall mean the amount which is ultimately distributed to each Class Participant, less any Employee’s Taxes and Required Withholdings. The Individual Settlement Amount does not include any portion of the PAGA Payment.

1.24. JUDGMENT

“Judgment” shall mean the judgment entered by the Court upon entering the Order Granting Final Approval of Class Action Settlement.

1.25. NET SETTLEMENT AMOUNT

“Net Settlement Amount” shall mean the Gross Settlement Amount minus: Administrative Expenses; Class Attorney Fees and Expenses; the share of the Gross Settlement Amount allocated toward penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”), codified at Labor Code sections 2698 through 2699.6, which are payable to the California Labor and Workforce Development Agency (“LWDA”); and Plaintiff’s Incentive Award. Any deductions from the foregoing allocations will be retained in the Qualified Settlement Fund (as defined below in Section 1.35) and will be included in the Net Settlement Amount for distribution to the Class, as appropriate.

1.26. OPT OUT

“Opt Out” shall refer to the process of submitting a timely and valid request for exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.27. OPT-OUTS

“Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.28. PAGA PAYMENT

“PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

1.29. PAGA PERIOD

“PAGA Period” shall mean the period from August 20, 2023 through January 5, 2026.

1.30. PAGA SETTLEMENT CLASS

“PAGA Settlement Class” shall mean all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. ("Panther") and performed any work for any of Panther's clients during the PAGA Period.

1.31. PARTIES

“Parties” shall mean Plaintiff and Defendants.

1.32. PAY PERIODS

“Pay Periods” shall mean the number of pay periods worked by each member of the PAGA Settlement Class in the State of California during the PAGA Period.

1.33. PLAINTIFF

“Plaintiff” shall mean Plaintiff Julie Mora Andrisani.

1.34. PRELIMINARY APPROVAL DATE

“Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.35. “QUALIFIED SETTLEMENT FUND” OR “QSF”

“Qualified Settlement Fund” or “QSF” means the interest-bearing bank account established under this Agreement from which all monies payable under this Settlement shall be paid, as set forth herein.

1.36. RELEASED CLASS CLAIMS

“Released Class Claims” shall mean any and all claims that were pled or could have been pled arising out of or related to the factual allegations set forth in the Action that arose during the Class Period, including claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in

violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and **(10)** all claims for liquidated damages, penalties, interest, fees, costs, restitution, and injunctive relief based on the foregoing.

1.37. RELEASED PAGA CLAIMS

“Released PAGA Claims” shall mean any and all claims under PAGA that were pled or could have been pled arising out of or related to the factual allegations set forth in the Action that arose during the PAGA Period, including claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** civil penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(10)** all claims for liquidated damages, penalties, interest, fees, costs, restitution, and injunctive relief based on the foregoing.

1.38. RELEASED PARTIES

“Released Parties” shall mean Panther, Maximus Human Services, Inc., and Maximus, Inc., and any of their past, present, and future parents, affiliates, subsidiaries, clients (including Maximus US Services, Inc., Maximus Human Services, Inc., and Maximus, Inc.), divisions, joint employers,

1 predecessors, successors, and assigns, and each of their current or former officers, directors, board
2 members, trustees, owners, shareholders, employees, agents, attorneys, auditors, accountants, experts,
3 contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on
4 their behalf, as well as any individual or entity that could be liable for any of the Released Class Claims
5 and Released PAGA Claims.

6 **1.39. RELEASED PLAINTIFF'S INDIVIDUAL CLAIMS**

7 "Released Plaintiff's Individual Claims" shall mean Plaintiff's unique individual claims related
8 to or arising from her employment by Defendants, which are not asserted in the Action, are expressly
9 carved out and not resolved or released in this Settlement and are subject to a separate settlement
10 agreement.

11 **1.40. RELEASED PLAINTIFF'S CLAIMS**

12 Except as set forth in Section 1.39, upon the Effective Date, Plaintiff and all persons purporting
13 to act on her behalf or purporting to assert a claim under or through her, including, but not limited to,
14 her dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents,
15 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether
16 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other
17 capacity, shall and hereby do generally release, finally, forever and with prejudice, any and all claims,
18 obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of
19 whatever kind and nature, character, and description, whether in law or equity, whether sounding in
20 tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
21 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
22 including all unknown claims covered by California Civil Code section 1542 that could be or are
23 asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of
24 the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims
25 for minimum wages, straight time wages, or overtime wages, calculation of regular rate of pay, sick
26 pay, vacation time pay, rounding, meal breaks, rest breaks, premium pay, timing of pay throughout
27 employment, business expense reimbursements, wages paid at termination/resignation/separation,
28 recordkeeping, wage statements, other damages, penalties (including, but not limited to, waiting time

penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This shall include, but is not limited to, the Released Class Claims and Released PAGA Claims, as well as any other claims under any provision of federal, state, or local law. Upon the Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had relating to the Released Class Claims, Released PAGA Claims, and pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiff understands that this release does not apply to any claims or rights that cannot be waived as a matter of law. Plaintiff acknowledges, however, that she has no workers' compensation claim pending at the time of signing this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to prohibit Plaintiff from filing a charge or cooperating with any investigation by any federal, state, or local government agency (including without limitation the United States Department of Labor, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National Labor Relations Board). However, Plaintiff understands that she will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation or proceeding. To the extent that Plaintiff is a party to any claims against any of Defendants or the Released Parties, she agrees to dismiss all such claims with prejudice. Except as permitted by this Agreement or prohibited by law, in the event that any Plaintiff asserts any other claim against any of Defendants or the Released Parties, it shall be dismissed with prejudice upon presentation of this Settlement Agreement.

1.41. RELEASE OF ADEA AND OWBPA CLAIMS.

Plaintiff, who is 40 years old or older at the time of this Settlement, agrees and understands that she is specifically releasing all claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq., the Older Workers Benefit Protection Act, Pub. L. 101-433

(“OWBPA”), and any federal, state or local fair employment acts arising up to the date of each of her execution of this Settlement. Plaintiff affirms that she has read this Settlement in its entirety and has had a full and fair opportunity to consider and understand its terms and to be advised by Class Counsel. Plaintiff further acknowledges that she is executing this Settlement in exchange for consideration, that she understands the Settlement, and has, of her own free will, without coercion, agreed to the terms of the Settlement. Plaintiff further understands that she has been advised herein in writing that: (i) Plaintiff should consult with an attorney before signing this Settlement; (ii) Plaintiff, 40 years old or older at the time of this Settlement, has twenty-one (21) days to consider the Settlement; (iii) if Plaintiff signs this Settlement, she may revoke it within seven (7) days after signing; and (iv) this Settlement shall not be enforceable, with respect to Plaintiff until the seven (7) day revocation period has expired without the Settlement having been revoked as provided herein. Revocation can be made by delivering a written notice of revocation to: Barbara Antonucci, Esq., Constangy, Brooks, Smith & Prophete LLP, 601 Montgomery Street, Suite 350, San Francisco, CA 94111. The Parties expressly agree that, in the event that Plaintiff revokes this Settlement, the Settlement shall be null and void and have no legal or binding effect whatsoever with respect to the Plaintiff. The Parties to this Settlement recognize that Plaintiff may elect to sign this Settlement before the expiration of the twenty-one (21) days day consideration period specified herein.

1.42. RELEASING PARTIES

“Releasing Parties” shall mean every Class Participant, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

1.43. RESPONSE DEADLINE

“Response Deadline” shall mean the date forty-five (45) days following the date on which the Settlement Administrator first mails Class Notice to the Class Members and the last day on which Class Members may submit a request for exclusion and/or objection to Class Settlement.

1.44. SETTLEMENT ADMINISTRATOR

“Settlement Administrator” shall mean APEX Class Action LLC which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

1.45. SETTLEMENT CLASS, CLASS OR CLASS MEMBER

“Settlement Class,” “Class” or “Class Member” shall mean all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. ("Panther") and performed any work for any of Panther's clients during the Class Period. Defendants represent that the Settlement Class consists of approximately 301 Class Members that worked a total of approximately 9,655 workweeks during the Class Period.

1.46. SHARE FORM

“Share Form” shall mean the *Class Action Settlement Share Form*, as set forth in the form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Class Notice.

1.47. WORKWEEKS

“Workweeks” shall mean the number of workweeks worked by each Class Member in the State of California during the Class Period.

2. **FACTUAL AND PROCEDURAL BACKGROUND**

2.1. PLAINTIFF’S CLAIMS

On August 20, 2024, Plaintiff, individually and on behalf of the Settlement Class, filed a Class Action Complaint alleging the following violations: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174 and 1198.5; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing

at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

On August 20, 2024, Plaintiff submitted a PAGA notice the Labor Workforce Development Agency ("LWDA") seeking civil penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–2699.6), a true and correct copy of which is attached here to as **Exhibit 3**. Plaintiff submitted an amended PAGA notice to the LWDA, a true and correct copy of which is attached here to as **Exhibit 4**.

The Parties agree to amend the Complaint to add a cause of action for civil penalties under PAGA based on the foregoing and to effectuate the Released Class Claims and Released PAGA Claims in a First Amended Complaint, which they will file with the Court prior to the filing of the Motion for Preliminary Approval. A true and correct of copy of the First Amended Complaint is attached hereto as **Exhibit 5**. The Parties stipulate to the filing of this First Amended Complaint. The Parties agree that by stipulating to the filing of a First Amended Complaint, Defendants are not conceding the merits of any claim set forth therein and are not waiving any challenges to the claims and recovery sought therein, including but not limited to Defendants' right to bring a motion to compel Plaintiff to arbitration. The Parties stipulate and will request the Court to enter a stay of this action other than for the purpose of approval of the settlement. The Parties agree that Defendants shall not be required to file a responsive pleading to the First Amended Complaint unless and until 30 days after Defendants are served with notice that the stay is lifted.

2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION

Class Counsel has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, **(a)** over a dozen telephonic conferences with Plaintiff; **(b)** inspection and analysis of hundreds of pages of documents and other information produced by Plaintiff and Defendants; **(c)** analysis of employment data from a sample of Class Members; **(d)** an analysis of the legal positions taken by Defendants; **(d)** investigation into the viability of class treatment of the claims asserted in the Action; **(e)** analysis

1 of potential class-wide damages, including information sufficient to understand Defendants' potential
2 defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in
3 the Complaint and the potential defenses thereto; and (g) assembling and analyzing of data for
4 calculating damages.

5 Class Counsel and the Class Representative have vigorously prosecuted this case, and
6 Defendants have vigorously contested it. The Parties have engaged in sufficient investigation and
7 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to
8 them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation
9 with an experienced employment law mediator, which culminated in a settlement in principle, the terms
10 of which are elaborated in this Settlement Agreement.

11 **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF** 12 **CLASS SETTLEMENT**

13 The document and data exchange in this matter, as well as discussions between counsel, have
14 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits
15 of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery
16 conducted in this Action and the information exchanged by the Parties through pre-mediation
17 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
18 compromise the issues on a fair and equitable basis.

19 The Class Representative and Class Counsel believe that the claims, causes of action,
20 allegations, and contentions asserted in the Action have merit. However, the Class Representative and
21 Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings
22 necessary to prosecute the Action against Defendants through trial and through appeals. Class Counsel
23 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex
24 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
25 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.
26 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
27 alleged in the Action.
28

1 The Class Representative and Class Counsel believe that the settlement set forth in this
2 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an
3 independent review of this Settlement Agreement by the Court in the approval process will confirm
4 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
5 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff
6 and the Class Members.

7 **2.4. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

8 Defendants have denied and continue to deny all allegations, claims, and contentions alleged
9 by Plaintiff in the Action. Defendants have expressly denied and continue to deny all charges of
10 wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions
11 alleged in the Action. Defendants contend that they complied with California and federal wage and
12 hour laws and have dealt legally and fairly with Plaintiff and the Class Members.

13 Defendants further deny that, for any purpose other than settling this Action, these claims are
14 appropriate for class or representative treatment. Nonetheless, Defendants have concluded that further
15 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
16 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
17 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendants'
18 respective businesses without further expensive litigation and the distraction and diversion of their
19 personnel with respect to matters at issue in the Action. Defendants have also taken into account the
20 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
21 Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be
22 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

23 **2.5. INTENT OF THE CLASS SETTLEMENT**

24 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an order
25 approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the Released
26 Parties from liability for any and all of the Released Class Claims and Released PAGA Claims; and
27 **(4)** discharge of Defendants from liability for any and all claims that were pled or could have been pled
28

arising out of or related to the factual allegations set forth in the Action that arose during the Class Period.

3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties agree to conditional class certification of the Settlement Class. The certification of the Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action.

If the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or in any other action which have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

4. APPOINTMENT OF CLASS COUNSEL

For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the Class Settlement pursuant to this Settlement Agreement.

5. CONSIDERATION

5.1. SETTLEMENT AMOUNT

In exchange for Released Class Claims, Released PAGA Claims, and other obligations of the Parties under this Settlement Agreement, the Parties agree to settle this Action for the maximum agreed upon non-reversionary Gross Settlement Amount of \$255,000.00. There shall be no reversion to Defendants. The Gross Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate consideration for the Class Settlement and will be made in full and final

1 settlement of: the Released Class Claims and Released PAGA Claims, the Class Attorney Fees and
2 Expenses, Administrative Expenses, the Incentive Award, the PAGA Payment (including the portion
3 payable to the LWDA and any payments to the PAGA Settlement Class resulting from the PAGA
4 Payment), and any other obligation of Defendants under this Settlement Agreement (other than the
5 Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).
6 Defendants will have no obligation to pay any amount in connection with this Settlement Agreement
7 apart from the Gross Settlement Amount and Defendants' employer's portion of payroll taxes on
8 Individual Settlement Amount to Class Participants.

9 **5.2. INCENTIVE AWARD FOR PLAINTIFF**

10 Plaintiff may petition the Court to approve an Incentive Award in an amount no more than
11 \$10,000.00 for Julie Mora Andrisani to acknowledge her efforts on behalf of the Settlement Class in
12 this Action, including assisting in the investigation and consulting with Class Counsel and providing
13 crucial documents to Class Counsel. Defendants shall not oppose any request by Plaintiff for an
14 Incentive Award in such an amount. Any Incentive Award approved by the Court shall be paid to
15 Plaintiff from the Gross Settlement Amount and shall be in addition to any distribution to which she
16 may otherwise be entitled as a Class Participant. Any Incentive Award approved by the Court shall not
17 be considered wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099
18 reflecting such payment. Plaintiff shall be responsible for the payment of all taxes with respect to any
19 Incentive Award approved by the Court and shall hold Defendants harmless from all liability with
20 regard thereto.

21 **5.3. PAYMENT TO CLASS PARTICIPANTS**

22 Each Class Participant shall be eligible to receive payment of the Individual Settlement
23 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked
24 by the Class Members during the Class Period as a proportion of all weeks worked by all Class
25 Members. Each Class Participant, including Plaintiff, shall be responsible for the payment of the
26 Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount
27 and shall hold Defendants harmless from any and all liability with regard thereto.
28

1 **5.4. PAYMENT TO PAGA SETTLEMENT CLASS**

2 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
3 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
4 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
5 is \$20,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section
6 2699 and is to be distributed as follows: sixty-five percent (65%) to the LWDA and thirty-five percent
7 (35%) to the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA
8 Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of
9 pay periods worked by each particular member of the PAGA Settlement Class during the PAGA Period
10 as a proportion of all pay periods worked by all members of the PAGA Settlement Class.

11 **5.5. TAX TREATMENT AND PAYMENT**

12 For the purpose of calculating Employee's Taxes and Required Withholding for the Individual
13 Settlement Amounts for Class Participants (including any payments to the Class Representative but
14 exclusive of her Incentive Award), the Parties agree that 20% of each Individual Settlement Amount
15 shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form
16 W-2 for such payment to him or her), and 80% of each Individual Settlement Amount shall constitute
17 penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment
18 to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total
19 Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants'
20 anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net
21 Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount, the Settlement
22 Administrator shall calculate the total Employer's Taxes due on the wage portion of the Class
23 Participants' Individual Settlement Amounts and issue instructions to Defendants to separately fund
24 these tax obligations/withholdings. The Parties understand that Plaintiff and the Class Participants who
25 receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other
26 individual tax obligations.

27 With respect to the PAGA Payment, including the portion payable to the LWDA and any
28 payments made to individual members of the PAGA Settlement Class, all such payments shall be

1 treated as payments owing for penalties and interest thereon and shall not be considered wages. The
2 Settlement Administrator shall issue to members of the PAGA Settlement Class an IRS Form 1099
3 reflecting such payment. Members of the PAGA Settlement Class shall be solely responsible for the
4 payment of all taxes with respect to any PAGA payments made to them.

5 **5.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

6 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
7 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
8 program sponsored by Defendants. Such amounts will not form the basis for additional contributions
9 to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans,
10 policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall
11 not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any
12 other form of compensation for the purposes of any of Defendants' benefit plan, policy, or bonus
13 program. Defendants retain the right to modify the language of their benefits plans, policies, and bonus
14 programs to reflect this intent and to make clear that any amounts paid pursuant to this Settlement
15 Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring
16 term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting,
17 benefit accrual, or any other purpose, and that additional contributions or benefits are not required by
18 this Settlement Agreement. Defendants do not consider the Class Settlement payments "compensation"
19 for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or
20 bonus programs, or any other plan sponsored by Defendants.

21 **5.7. CLASS ATTORNEY FEES AND EXPENSES**

22 As part of the motion for final approval of the Class Settlement, Class Counsel will apply for
23 an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross
24 Settlement Amount (i.e., \$85,000.00) and the award of costs and expenses no more than an additional
25 \$20,000.00. Defendants agree to not oppose Class Counsel's request for Class Attorney Fees and
26 Expenses in these amounts.

27 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the
28 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall

be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If the Court approves Class Attorney Fees and Expenses of less than the amounts requested herein, the remainder will be retained in the Net Settlement Amount. If Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded. Tax deductions and withholdings will not be taken from the Class Attorney Fees and Expenses, and instead a Form 1099 will be issued to Class Counsel. In the event the Court does not approve the entirety of the application for the Class Attorney Fees and Expenses, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested here and the amount ultimately awarded as recoverable attorneys fees' and litigation costs.

The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work performed in connection with the Action, including but not limited to, pre-filing investigation, commencements of the Action and all related litigation activities, **(b)** all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class; **(c)** all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; **(d)** all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date; and **(e)** all post-Settlement compliance procedures.

6. SETTLEMENT ADMINISTRATION AND FUNDING BY DEFENDANTS

6.1. COSTS AND EXPENSES

Administrative Expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the PAGA Settlement Class, and calculating, administering and distributing Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross

Settlement Amount, and is not expected to exceed \$15,000.00. If the Court approves Administrative Expenses of less than \$15,000.00 total, the remainder will be retained in the Net Settlement Amount.

6.2. PAYMENT BY DEFENDANTS

Defendants shall fully fund the QSF with the Gross Settlement Amount in a lump sum payment plus the employer-side payroll taxes to the Settlement Administrator within fourteen (14) days of the Effective Date (“Funding”). In no event shall Defendants be obligated to pay or deposit with the Settlement Administrator more than \$255,000.00 plus the Employer’s Taxes, except the Defendants exercise the option to increase the Gross Settlement Amount pursuant to Section 9.2.

7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS

7.1. THE SETTLEMENT ADMINISTRATOR

The Settlement Administrator will be responsible for administration of the settlement of the Action, including without limitation, locating Class Members, translating, printing, and mailing the Class Notice and Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries from Class Members concerning the Class Notice; receiving and processing objections, requests for exclusion, determining Individual Settlement Amounts; determining individual payments to members of the PAGA Settlement Class; maintaining the settlement funds in an appropriate interest-bearing account; preparing, administering, and distributing Individual Settlement Amounts to Class Participants; preparing, administering, and distributing individual payments to members of the PAGA Settlement Class; distributing the portion of the PAGA Payment payable to the LWDA; calculating, administering, and determining any payments and percentages under this Settlement Agreement and distributing related tax forms, regularly updating counsel on the status of administration, the accounting and maintenance of the Qualified Settlement Fund, and issuing a final report and performing such other duties as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document preparation and reporting, including state and federal tax forms, if any.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel with summary information updating them as to the number of validated and timely

1 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
 2 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
 3 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel
 4 with proof of mailing of the Class Notice, without listing individual Class Member names which the
 5 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support
 6 of the Court's Final Approval and Fairness Hearing.

7 No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement
 8 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
 9 information regarding: **(a)** the total amount of final Individual Settlement Amounts of each Class
 10 Participant and the total amount of the payments to each member of the PAGA Settlement Class,
 11 without any identifying personal information; **(b)** the number of Class Participants and the number of
 12 members of the PAGA Settlement Class to receive such payments, and **(c)** the final number of Opt-
 13 Outs and objections.

14 Administrative Expenses are not anticipated to exceed \$15,000.00. Prior to the calculation and
 15 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the
 16 total Administrative Expenses through the conclusion of their services and such actual amount will be
 17 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
 18 Amounts.

19 **7.2. NOTICE TO CLASS MEMBERS**

20 Within thirty (30) days after the Preliminary Approval Date, Defendants shall provide the
 21 Settlement Administrator with an updated list of Class Members and members of the PAGA Settlement
 22 Class containing names, social security numbers, last-known addresses, phone numbers, if available,
 23 the total number of Workweeks that each Class Member worked in the State of California during the
 24 Class Period, and the total number of Pay Periods that each member of the PAGA Settlement Class
 25 worked in the State of California during the PAGA Period (the "Database"). The Database shall be
 26 marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel shall not receive a copy
 27 of this list.
 28

1 Within forty-four (44) days following the Preliminary Approval Date, the Settlement
2 Administrator shall determine the number of Workweeks worked by each Class Member and the
3 number of Pay Periods worked by each PAGA Settlement Class member, populate the data for each
4 Class Member and each PAGA Settlement Class member accordingly, and send each Class Member
5 the Class Notice via first-class, United States mail. The Class Notice shall also contain an easily-
6 understood statement alerting the Class Members that, unless they elect to Opt Out of the Class
7 Settlement, the Class Member is releasing and waiving all Released Class Claims against the Released
8 Parties.

9 The Class Notice will inform Class Members of their estimated share of the settlement and the
10 number of Workweeks and/or Pay Periods they worked during the Class Period and/or PAGA Period.
11 Class Members may dispute their Workweeks and/or Pay Periods if they believe they worked more
12 weeks and/or pay periods in the Class Period and/or PAGA Period than Defendants' records show by
13 submitting information to the Settlement Administrator no later than forty-five (45) days after being
14 mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined
15 Response Deadline. The Settlement Administrator will jointly work with Plaintiff and Defendants to
16 resolve the dispute in good faith. If Plaintiff and Defendants cannot agree over the Workweeks and/or
17 Pay Periods to be credited, the Settlement Administrator shall make the final decision based on the
18 information presented by the Class Member and Defendants.

19 **7.3. OPT OUT PROCEDURE**

20 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate
21 in the Class Settlement and shall become Class Participants without having to submit a claim form or
22 take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or
23 postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state
24 the Class Member's name, address, telephone number, and signature. The Opt Out request should state
25 something to the effect of:

26 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *JULIE*
27 *MORA ANDRISANI V. MAXIMUS HUMAN SERVICES, INC., ET AL.* LAWSUIT. I
28

1 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
2 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT
3 OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT
4 HAVE.”

5 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If prior
6 to the Response Deadline any Class Notice mailed to a Class Member is returned as having been
7 undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace
8 search and seek an address correction for such Class Members, and a second Class Notice will be sent
9 to any new or different address obtained. Such Class Members shall have an additional fourteen (14)
10 days from the date of the mailing of the second Class Notice in which to Opt Out, object, or dispute
11 the information provided in the Share Form if the Response Deadline would have otherwise passed
12 prior to fourteen (14) days from the date of the mailing of the second Class Notice.

13 It will be presumed that, if an envelope containing the Class Notice has not been returned within
14 thirty (30) days of the mailing, the Class Member received the Class Notice. At least twenty-one (21)
15 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class
16 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard
17 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall
18 specify the number of Class Members to whom the Class Notice was sent and the number of Class
19 Members to whom the Class Notice was not delivered, as well as information relating to the number
20 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

21 A Class Member who submits a timely Opt Out request will not participate in or be bound by
22 the Settlement and the Judgment, will not have standing or the ability to submit a valid Objection to
23 the Settlement, and will not receive the Individual Settlement Amount. Class Participants will be bound
24 by the settlement and release of Released Class Claims set forth in the definition of “Released Class
25 Claims” provided in this Settlement Agreement.

26 A request to Opt Out of the Class Settlement shall **not** serve to exclude the Class Member from
27 participation in the PAGA Settlement Class and will not be effective to preclude the release of the
28

Released PAGA Claims. Opt-Outs shall still be entitled to their share of the PAGA Payment. Class Members who are also members of the PAGA Settlement Class shall have no right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

7.4. OBJECTION PROCEDURE

The Class Notice shall inform the Class Members of their right to object to the Class Settlement if they do not Opt Out. Any Class Participants who wish to object to the Class Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline. Only Class Participants may object to the Settlement. The objection should include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, they may do so. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Class Members wishing to make an objection may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense.

7.5. NOTICE OF FINAL JUDGMENT

Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

8. CLASS SETTLEMENT DISTRIBUTION

8.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

1. Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate the Gross Settlement Amount as follows: The Administrative Expenses, estimated not to exceed \$15,000.00;
2. Class Counsel's attorney fees not to exceed \$85,000.00;

3. Class Counsel's litigation costs and expenses not to exceed \$20,000.00;
4. The Incentive Award, not to exceed \$10,000.00;
5. PAGA Payment to the LWDA of \$13,000.00; and
6. Net Settlement Amount.

8.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR CLASS PARTICIPANTS

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period.

Defendants will provide the Settlement Administrator with the Database as required under this Settlement Agreement. Defendants shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes and Required Withholding. Although the Settlement Administrator will calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts and Incentive Awards.

8.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF THE PAGA SETTLEMENT CLASS

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the Released PAGA Claims, which is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the PAGA Settlement Class.

1 The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed
2 to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular
3 PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked
4 by all PAGA Settlement Class members during the PAGA Period. Each member of the PAGA
5 Settlement Class, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and
6 Required Withholding with respect to their share of the PAGA Payment and shall hold Defendants
7 harmless from any and all liability with regard thereto.

8 Defendants will provide the Settlement Administrator with the Database as required under this
9 Settlement Agreement. Defendants shall have no responsibility for deciding the validity of the
10 individual payment amounts allocated to each member of the PAGA Settlement Class or any other
11 payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility
12 for the determination or payment of Employee's Taxes and Required Withholding, and shall have no
13 liability for any errors made with respect to such Employee's Taxes and Required Withholding.

14 The members of the PAGA Settlement Class shall be solely responsible for any and all tax
15 obligation associated with their respective shares of the PAGA Payment.

16 **8.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

17 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
18 approved by the Court no later than twenty-one (21) days after the Effective Date.

19 **8.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

20 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the
21 Court no later than twenty-one (21) days after the Effective Date.

22 **8.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

23 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
24 due to it and approved by the Court no later than twenty-one (21) days after the Effective Date.

25 **8.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND** 26 **INDIVIDUAL SETTLEMENT AMOUNTS**

27 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
28 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail

1 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the
2 last-known address no later than twenty-one (21) days after the Effective Date. If the Settlement
3 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel
4 and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required
5 Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no
6 circumstances shall the Settlement Administrator distribute checks to Class Participants until all
7 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
8 remaining monetary obligations have been calculated and accounted for.

9 Within two hundred ten (210) days of mailing the Individual Settlement Amounts to Class
10 Participants, the Settlement Administrator shall file with the Court and provide to Class Counsel a
11 declaration of payment. If any Class Participant is deceased, payment shall be made payable to the
12 estate of that Class Member and delivered to the executor or administrator of that estate, unless the
13 Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code
14 section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

15 **8.8. NON-CASHED SETTLEMENT CHECKS**

16 Any funds remaining in the QSF associated with checks that have not been cashed within one
17 hundred eighty (180) days, will become void and the Individual Settlement Amount associated with
18 the uncashed check will be remitted pursuant to Code of Civil Procedure section 384 to the California
19 State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check
20 was uncashed. The Parties agree that this disposition results in no "unpaid residue" within the meaning
21 of California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out
22 to Class Participants, whether or not they all cash their Individual Settlement Amount checks.
23 Therefore, Defendants shall not be required to pay any interest on said amount. For the purposes of
24 determining whether Defendants have met their financial obligation to pay the Individual Settlement
25 Payment, Defendants will be deemed to have fulfilled their obligation upon the mailing of the check to
26 the Class Member, regardless of whether such Class Member subsequently negotiates the check.
27
28

**8.9. DISPUTES REGARDING CLASS MEMBER AND/OR PAGA SETTLEMENT
CLASS WORKWEEKS/PAY PERIODS DATA OR PAYMENT OF
INDIVIDUAL SETTLEMENT SHARES**

Class Member Workweeks and the corresponding Individual Settlement Amount and PAGA Settlement Class Pay Periods and the corresponding individual portion of the PAGA Payment shall be calculated using the employment and payroll records of Defendants, which presumptively shall be deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome that presumption, any Class Member objecting to the accuracy of the number of Workweeks or amount of the Individual Settlement Amount and/or PAGA Settlement Class Pay Periods or the corresponding individual portion of the PAGA Payment must submit documentary evidence, such as pay stubs or other written employment records, to the Settlement Administrator. Each Class Member may dispute the number of Workweeks or their estimated Individual Settlement Amount and/or the number of PAGA Settlement Class Pay Periods or the estimated individual portion of the PAGA Payment contained on their Class Notice (“Workweeks Dispute”). Any such Workweeks and/or Pay Periods Dispute must be mailed or faxed to the Settlement Administrator by the Class Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for Defendants, shall inform Class Counsel of the dispute without disclosing the identity of the Class Member making the dispute, and shall immediately attempt to resolve all such disputes directly with relevant Class Members with the assistance of Defendants, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision. The Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Effective Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has been distributed, the initial calculation shall stand (as Defendants shall be under no obligation to pay any amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

1 **9. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

2 **9.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

3 The Class Settlement and conditional class certification shall be considered null and void, and
4 neither the Class Settlement, conditional class certification, nor any of the related negotiations or
5 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the
6 same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with
7 the Court, if any of the following occur: **(a)** the Court should for any reason fail to approve this
8 Settlement Agreement in the form agreed to by the Parties; **(b)** the Court should for any reason fail to
9 enter a judgment with prejudice of the Action, or **(c)** the approval of the Class Settlement and judgment
10 is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may
11 attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

12 **9.2. PARTIES' RIGHTS TO RESCIND CLASS SETTLEMENT; ESCALATOR**
13 **PROVISION**

14 If 10% or more members of the Settlement Class timely submit Opt Out requests, Defendant(s)
15 shall have the right (but not the obligation) to rescind the settlement described in this Settlement
16 Agreement. Defendants shall exercise this right of rescission in a writing that is provided to Class
17 Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of
18 the total number of Opt Out requests received by the Response Deadline.

19 In the event the total number of Workweeks that each Class Members worked in the State of
20 California during the Class Period exceeds 10,621 workweeks (10% higher than 9,655 workweeks),
21 Defendants shall have the option to either: (i) increase the Gross Settlement Amount on a pro-rata
22 basis equal to the percentage increase in the number of workweeks worked by the Class Members
23 above 10% (for example, if the number of workweeks increases by 11%, the Gross Settlement Amount
24 will increase by 1%) or (ii) end the Class Period on the date that the total number of Workweeks that
25 each Class Member worked in the State of California during the Class Period equals 10,621
26 workweeks.

1 **9.3. INVALIDATION**

2 Invalidation of any material portion of this Settlement Agreement (including, but not limited
3 to, the scope of Released Class Claims and Released PAGA Claims) shall invalidate the Class
4 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions
5 of the Class Settlement are to remain in full force and effect.

6 **9.4. STAY ON APPEAL**

7 If a timely appeal from the approval of the Class Settlement and Judgment is brought or if the
8 Effective Date does not occur pursuant to this Agreement, the Judgment shall be stayed, and Defendants
9 shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this
10 Settlement Agreement.

11 **10. MOTIONS FOR COURT APPROVAL**

12 **10.1. PRELIMINARY APPROVAL**

13 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit
14 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class
15 Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary
16 approval in a timely fashion.

17 **10.2. FINAL APPROVAL**

18 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval
19 and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the
20 Settlement Class for settlement purposes only and approving the Class Settlement as being fair,
21 reasonable, and adequate to the Class Participants within the meaning of California Rules of Court,
22 Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent
23 with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court.
24 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may
25 be required for the Court's determination.

11. **RELEASES AND WAIVERS**

11.1. **RELEASE OF CLAIMS BY THE SETTLEMENT CLASS**

Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Class Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Class Claims. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Class Claims under this Settlement and the terms of the final Judgment.

Releasing Parties will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes payment of all sums allegedly due to them. Releasing Parties will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Amount. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

11.2. **RELEASE OF CLAIMS BY PAGA SETTLEMENT CLASS**

Upon the Effective Date, Plaintiff, on behalf of the LWDA and the State of California, and the PAGA Settlement Class, including all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall be deemed to release the Released Parties, and each of them, of and from any and all Released PAGA Claims arising during the PAGA Period. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge the Released PAGA Claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the

1 fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or
 2 rights of the LWDA to recover civil penalties against the Released Parties on behalf of PAGA
 3 Settlement Class members, the LWDA, and State of the California. Each of the PAGA Settlement Class
 4 members, the LWDA, and State of the California, will be bound by the release of Released PAGA
 5 Claims under this Settlement and the terms of the final Judgment.

6 The PAGA Settlement Class members shall have no right or ability to opt out of the portion of
 7 this Settlement Agreement releasing Released PAGA Claims.

8 **11.3. RELEASE OF CLAIMS BY PLAINTIFF**

9 Upon the Effective Date, Plaintiff and all persons purporting to act on her behalf or purporting
 10 to assert a claim under or through her, including, but not limited to, her dependents, heirs, assigns,
 11 beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians,
 12 personal representatives, and successors-in-interest, whether individual, class, representative, legal,
 13 equitable, direct or indirect, or any other type or in any other capacity, shall be deemed to release the
 14 Released Parties, and each of them, of and from any and all Released Plaintiff's Claims. It is the desire
 15 of the Parties to fully, finally, and forever settle, compromise, and discharge the Released Plaintiff's
 16 Claims. Plaintiff will be bound by the release of Released Plaintiff's Claims under this Settlement and
 17 the terms of the final Judgment.

18 **11.4. CIRCULAR 230 DISCLAIMER**

19 Each party to this Settlement Agreement (for purposes of this section, the "Acknowledging
 20 Party"; and each party to this Agreement other than the Acknowledging Party, an "Other Party")
 21 acknowledges and agrees that **(1)** no provision of this Settlement Agreement, and no written
 22 communication or disclosure between or among the parties or their attorneys and other advisers, is or
 23 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
 24 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
 25 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon her or its own
 26 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement
 27 Agreement, **(b)** has not entered into this Settlement Agreement based upon the recommendation of any
 28 other party or any attorney or advisor to any other party, and **(c)** is not entitled to rely upon any

communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and **(3)** no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

12. DUTIES OF THE PARTIES

12.1. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by court order or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Settlement Agreement.

12.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT

The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral attack.

12.3. DUTIES PRIOR TO COURT APPROVAL

Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a preliminary order scheduling a hearing on the question of whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form and content the proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**,

1 respectively, and directing the mailing of the Class Notice to Class Members. Class Counsel shall
2 provide Defense Counsel a copy of a draft Motion for Preliminary Approval of Settlement Agreement
3 and a draft Motion for Final Approval of Settlement Agreement, including the proposed Judgment for
4 approval at least five (5) business days in advance of filing with the Court.

5 **13. MISCELLANEOUS PROVISIONS**

6 **13.1. VOIDING THIS SETTLEMENT AGREEMENT**

7 Pending Court approval and other than as provided herein, if any of the conditions set forth in
8 this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the option of
9 either Plaintiff or Defendants, be ineffective, void, and of no further force and effect, and may not be
10 used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum.
11 If either Party decides to void the Settlement Agreement, then the Settlement Agreement and
12 conditional class certification shall be considered void, and neither the Settlement Agreement,
13 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force
14 or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement
15 Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the
16 Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator
17 fees and costs actually incurred.

18 **13.2. NO PRIOR ASSIGNMENTS**

19 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
20 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
21 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
22 except as set forth herein.

23 **13.3. NON-ADMISSION**

24 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by
25 any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other
26 person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing
27 toward each other or any other person. Each of the Parties has entered into this Settlement Agreement
28 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,

1 and contingencies. Nothing herein shall constitute any admission by Defendants of wrongdoing or
2 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
3 admission by Defendants regarding the merits of the Claims in this Action, including but not limited
4 to claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute
5 an admission by Defendants that the Action was properly brought as a class or representative action
6 other than for settlement purposes. To the contrary, Defendants have denied and continue to deny each
7 and every material factual allegation and all Claims. To this end, the Class Settlement of the Action,
8 the negotiation and execution of this Settlement Agreement, and all acts performed or documents
9 executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not,
10 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or
11 liability on the part of Defendants or of the truth of any of the factual allegations in the Complaint in
12 the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence
13 of any fault or omission on the part of Defendants in any civil, criminal, or administrative proceeding
14 in any court, administrative agency, or other tribunal.

15 **13.4. NON-EVIDENTIARY USE**

16 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
17 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any
18 individual who requested to be excluded from the Settlement Class), Defendants, or its, her, his, or
19 their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement
20 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendants
21 and the Released Parties to prove or defend against any claim released herein by any Class Member in
22 any judicial, quasi-judicial, administrative, or governmental proceeding.

23 **13.5. MEDIA OR PRESS**

24 Plaintiff and Defendants, and their respective counsel, recognize, accept, and agree that the
25 Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the
26 Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and
27 all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
28 obtained during the course of the Action, shall not be discussed with or presented to the media or press.

1 **13.6. NON-RETALIATION**

2 Defendants understand and acknowledge that they have a legal obligation to not retaliate against
3 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
4 Settlement. Defendants will refer any inquiries regarding this Class Settlement to the Settlement
5 Administrator or Class Counsel and will not discourage Class Members who are employees, directly
6 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,
7 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or
8 indirectly, to Opt Out of the Class Settlement.

9 **13.7. CONSTRUCTION**

10 The Parties agree that the terms and conditions of this Settlement Agreement are the result of
11 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement
12 Agreement is not to be construed in favor of or against any party by reason of the extent to which any
13 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this
14 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the
15 next business day.

16 **13.8. GOVERNING LAW**

17 This Settlement Agreement is intended to and shall be governed by the laws of the State of
18 California, without regard to conflict of law principles, in all respects, including execution,
19 interpretation, performance, and enforcement.

20 **13.9. NOTICES**

21 Except for Class Member notices required to be made by the Settlement Administrator, all
22 notices or other communications required or permitted under this Settlement Agreement shall be in
23 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
24 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the
25 party appearing in this Settlement Agreement.

1 **13.10. CAPTIONS AND INTERPRETATIONS**

2 Section titles or captions contained herein are inserted as a matter of convenience and for
3 reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement
4 or any provision thereof.

5 **13.11. MODIFICATION**

6 This Settlement Agreement may not be changed, altered, or modified, except in writing signed
7 by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this Settlement
8 Agreement has been granted by the Court, then any such amendments or modifications to this
9 Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be
10 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

11 **13.12. INTEGRATION CLAUSE**

12 This Settlement Agreement contains the entire agreement between the Parties relating to the
13 Class Settlement of the Action and the transactions contemplated thereby, and all prior or
14 contemporaneous agreements, understandings, representations, and statements (other than any
15 obligation to protect proprietary information and any agreement to arbitrate), whether oral or written,
16 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
17 Settlement Agreement may be waived except in writing as provided above. The Parties agree that there
18 is no waiver of Defendants' right to compel arbitration by virtue of this Settlement Agreement and
19 settlement process contemplated herein, should the Settlement not be approved.

20 **13.13. SUCCESSORS AND ASSIGNS**

21 This Settlement Agreement shall be binding on and inure to the benefit of the Parties, Class
22 Participants, and members of the PAGA Settlement Class and their respective present and former heirs,
23 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,
24 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,
25 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,
26 successors, and assigns.

13.14. CORPORATE SIGNATORIES

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

13.15. EXECUTION IN COUNTERPARTS

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

13.16. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

13.17. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

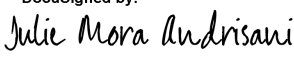
14. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: 9/3/2026

DocuSigned by:

CEE97DF9757549C
 Julie Mora Andrisani
 Plaintiff and Class Representative

DEFENDANTS:

1 Dated: 9/4/2026

Maximus Human Services, Inc.
Maximus, Inc.

2
3 Jason Tucker

4 By: Jason Tucker

5 Title: SVP Head of Litigation

6
7
8 Dated: _____

The Panther Group, Inc.

9
10 _____
11 By: _____

12 Title: _____
13

14 **APPROVED AS TO FORM BY COUNSEL**

15 **CLASS COUNSEL:**

16
17 Dated: _____

Melmed Law Group P.C.

18
19 _____
20 Laura Supanich
Attorneys for Plaintiff

21
22 **DEFENDANTS' COUNSEL:**

23 Dated: _____

Seyfarth Shaw LLP

24
25 _____
26 Ryan McCoy
Reiko Furuta
27 Attorneys for Defendants Maximus Human
Services, Inc. and Maximus, Inc.
28

1 Dated: _____

Maximus Human Services, Inc.
Maximus, Inc.

8 Dated: 09/08/2026

The Panther Group, Inc.



By: Timothy J. Puglielli

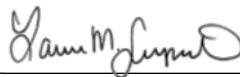
Title: Chief Operating Officer

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

17 Dated: September 4, 2026

Melmed Law Group P.C.



Laura Supanich
Attorneys for Plaintiff

DEFENDANTS' COUNSEL:

24 Dated: _____

Seyfarth Shaw LLP


Ryan McCoy
Reiko Furuta
Attorneys for Defendants Maximus Human
Services, Inc. and Maximus, Inc.

1 Dated: _____

Maximus Human Services, Inc.
Maximus, Inc.

By: _____

Title: _____

8 Dated: _____

The Panther Group, Inc.

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

17 Dated: _____

Melmed Law Group P.C.

Laura Supanich
Attorneys for Plaintiff

DEFENDANTS' COUNSEL:

23 Dated: September 4, 2026

Seyfarth Shaw LLP



Ryan McCoy
Reiko Furuta
Attorneys for Defendants Maximus Human
Services, Inc. and Maximus, Inc.

1 Dated: September 8, 2026

Constangy, Brooks, Smith & Prophete LLP

2 

3

Barbara Antonucci
4 Dongying Zhang
5 Attorneys for Defendant The Panther Group, Inc.
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EXHIBIT 1

Notice of Proposed Class Action Settlement

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

JULIE MORA ANDRISANI, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

MAXIMUS HUMAN SERVICES, INC., a
Virginia corporation; MAXIMUS, INC., a
Virginia corporation; THE PANTHER GROUP,
INC., a Massachusetts corporation; and DOES 1
TO 50,

Defendants.

Case No.: 24CV016457

Notice of Proposed Class Action Settlement

A court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement (the “Settlement”) has been reached between: (1) Plaintiff Julie Mora Andrisani (“Plaintiff”), individually and in her representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and (2) Defendants Maximus Human Services, Inc., Maximus, Inc., and The Panther Group, Inc. (collectively, “Defendants”). The Settlement resolves disputed claims against Defendants arising out of their compensation practices during the period from August 20, 2020, through [TBD] (the “Class Period”) as applied to all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. (“Panther”) and performed any work for any of Panther's clients during the Class Period (“Class Members”).

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described below.

1. DESCRIPTION OF THE LAWSUIT

Plaintiff, individually and in her representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendants in the Superior Court of the State of California for the County of Sacramento in the matter of *Julie Mora Andrisani v. Maximus Human Services, Inc., et al.*, case number 24CV016457 (the “Action”). The Action sought recovery for Defendants’ alleged: (1) failure to pay minimum wage for all hours worked; (2) failure to pay proper overtime wages; (3) failure to provide compliant rest periods and pay missed rest break premiums; (4) failure to provide compliant meal periods and pay missed meal period premiums; (5) failure to maintain accurate employment records; (6) failure to pay timely wages during employment; (7) failure to pay all wages due and owing at separation; (8) failure to

1 provide complete and accurate wage statements; and (9) deceptive, fraudulent, or otherwise unlawful
2 business practices based on the foregoing in violation of the California Labor Code, California's Unfair
3 Competition Law, and the Private Attorneys' General Act ("PAGA").

4 **Defendants deny all liability, deny all allegations in the Action, and have raised various**
5 **defenses to the claims.** Defendants assert that they fully complied with all applicable wage and hour
6 laws, and contend that civil penalties under PAGA are not warranted. Defendants also deny that the
7 Action is suitable for class certification. Defendants have entered into the Settlement solely for
8 purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not
9 admit to any wrongdoing or liability.

10 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing
11 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or
12 whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,
13 and risk of continued litigation, however, Plaintiff and Defendants (the "Parties") have concluded that
14 it is in their respective best interests to settle the Action on the terms summarized in this notice. The
15 Settlement was reached after Defendants provided extensive information and documents to Plaintiff's
16 counsel, and after lengthy arms-length non-collusive negotiations between the Parties, including
17 mediation with an experienced and well-respected mediator in California. In these negotiations, both
18 sides recognized the substantial risk of the Court deciding against them at trial.

19 Under the Settlement, the following settlement class will be certified under California law: *all*
20 *non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc.*
21 *("Panther") and performed any work for any of Panther's clients during the Class Period.* The "Class
22 Period" is defined as the period from August 20, 2020, through [TBD]. The Settlement provides for a
23 gross settlement amount of \$255,000.00, a share of which is to be distributed to the Class Members
24 based on the pro rata number of weeks worked by the Class Members during the Class Period as a
25 proportion of all weeks worked by all Class Members. In exchange for their share of the settlement
26 amount, all Class Participants will be deemed to have released Defendants from liability on the terms
27 described in this notice.
28

On [date of preliminary approval], the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because Defendants' records indicate that you worked for Defendants during the Class Period and that you meet the definition required to be treated as a Class Member.

2. IF YOU ARE STILL EMPLOYED BY DEFENDANTS, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendants are prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendants have agreed to pay the maximum agreed upon non-reversionary amount of \$255,000.00 (the "Gross Settlement Amount") to resolve the claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

1. **Settlement Administration Costs.** The Court has approved APEX Class Action, LLC to act as the "Settlement Administrator," who is sending this notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$15,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.
2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of the Gross Settlement Amount (i.e., \$85,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class

Counsel also will ask for reimbursement of up to \$20,000.00 for the costs Class Counsel incurred in connection with the Action.

3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of \$10,000.00 for Julie Mora Andrisani to compensate her for her efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a Class Participant.

4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: sixty-five percent (65%) (i.e., \$13,000.00) to the LWDA and thirty-five percent (35%) (i.e., \$7,000.00) to the individuals who come within the definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. (“Panther”) and performed any work for any of Panther's clients during the PAGA Period). The “PAGA Period” is defined for these purposes to mean the period from August 20, 2023, through January 5, 2026.

After deducting the amounts above, the balance of the settlement amount will form the “Net Settlement Amount” for distribution to the Class Members.

4. **DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him

or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendants, or their proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendants during the Class Period will be calculated based on Defendants' records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before [Response Deadline] with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **Documentation sent to the Settlement Administrator will not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Class Participant.

Settlement checks will be mailed to all Class Participants after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants. The Class Participants will then be barred from bringing any "Released Class Claims" against the "Released Parties" as those terms are defined below.

The "Released Parties" are Panther, Maximus Human Services, Inc., and Maximus, Inc., and any of their past, present, and future parents, affiliates, subsidiaries, clients, divisions, joint employers, predecessors, successors, and assigns, and each of their current or former officers, directors, board

1 members, trustees, owners, shareholders, employees, agents, attorneys, auditors, accountants, experts,
2 contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on
3 their behalf, as well as any individual or entity that could be liable for any of the Released Class Claims
4 and Released PAGA Claims.

5 The “Released Class Claims” shall mean any and all claims that were pled or could have been
6 pled or could have been pled arising out of or related to the factual allegations set forth in the Action
7 that arose during the Class Period , including claims for: **(1)** failure to pay minimum wage for all hours
8 worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s);
9 **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and
10 the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest
11 break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s);
12 **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of
13 Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain
14 accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages
15 during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and
16 owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide
17 complete and accurate wage statements in violation of Labor Code sections 226 and 226.3;
18 **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation
19 of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and **(10)** all claims for
20 liquidated damages, penalties, interest, fees, costs, restitution, and injunctive relief based on the
21 foregoing. No other claims are released other than those claims specifically plead in the operative
22 complaint in the Action.

23 Class Members who do not request exclusion from the Settlement will be deemed to have
24 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that
25 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be
26 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable
27 to the Settlement payments. That section provides in pertinent part as follows:
28

1 “An employer shall not require the execution of a release of a claim or right on account
2 of wages due, or to become due, or made as an advance on wages to be earned, unless
3 payment of those wages has been made.”

4 The “Released PAGA Claims” shall mean any and all claims under PAGA that were pled or
5 could have been pled arising out of or related to the factual allegations set forth in the Action that arose
6 during the PAGA Period, including claims for: **(1)** failure to pay minimum wage for all hours worked
7 in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s);
8 **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and
9 the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest
10 break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s);
11 **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of
12 Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain
13 accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages
14 during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and
15 owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide
16 complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** civil
17 penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(10)** all claims
18 for liquidated damages, penalties, interest, fees, costs, restitution, and injunctive relief based on the
19 foregoing.

20 **6. YOUR OPTIONS**

21 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

22 If you do nothing, you will be automatically included as a Class Participant in the Settlement
23 and will receive a settlement payment. You do *not* have to take any further action to receive your
24 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement
25 Administrator has your current address on file, or you may not receive important information or a
26 settlement payment. The estimated amount of your settlement payment if you do nothing is included
27 on the attached *Class Action Settlement Share Form*.
28

6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you do **not** wish to take part in the class action portion of the Settlement (the “Class Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests exclusion from the Class Settlement in this case. The request for exclusion must include your name, address, telephone number, and signature.

Send the request for exclusion directly to the Settlement Administrator at the following address by no later than [Response Deadline]:

[Insert Settlement Administrator Address]

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members’ entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment.

6.3. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator a written objection stating your name, address, telephone number, dates of employment with Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator—[Insert Settlement Administrator Address]—by no later than [Response Deadline] to be considered.

Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.

Alternatively, if you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time] in Department [Court Department] of the Superior Court of the State of California for the County of Sacramento, located at [Court Location]. You have the right to appear either in person or through your own attorney at this hearing.

You also have the right to appear remotely at the Final Approval Hearing. You can join via the Department's Zoom link or phone number as follows:

- To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/j/16184738886>
- To join by phone: (833) 568-8864 / ID: 16184738886

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, [Settlement Administrator], at [Settlement Administrator Phone] or by email at [Settlement Administrator Email], as soon as possible. **This is important to ensure that future notices and/or the Settlement payment reach you.**

8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED

Within seven (7) days after the Court has held a final and fairness approval hearing and entered a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a copy of that order and final judgment on its website at the following website address:

[Case-Specific Settlement URL (to be added by Settlement Administrator)]

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal was filed.

10. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: [Settlement Administrator Phone] or by e-mail at [Settlement Administrator Email]. You may also contact Class Counsel at the addresses or phone numbers listed below.

Lawyers Representing Plaintiff and the Class Members

MELMED LAW GROUP P.C.

Jonathan Melmed
jm@melmedlaw.com
Laura Supanich
lms@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

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EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Severino Santos Velasquez v. Redwood Empire Vineyard Management, Inc.

Case Number 23CV01860

Superior Court of the State of California for the County of Sonoma

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Redwood Empire Vineyard Management, Inc. (“Defendant”) arising out of its compensation practices during the period from December 5, 2019, through the date of preliminary approval of the settlement (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

[Settlement Administrator Contact Information]

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

EXHIBIT 3

PAGA Notice

MELMED LAW GROUP

LABOR & EMPLOYMENT LAWYERS

1801 Century Park East, Suite 850
Los Angeles, California 90067
jm@melmedlaw.com
(310) 824-3828

August 20, 2024

Filed via the LWDA's PAGA Claim Notice Online Form

Copies Sent via Certified U.S. Mail to:

Human Resources
Maximus Human Services, Inc.
1600 Tysons Boulevard 14th Floor
McLean, VA 22102

Maximus Human Services, Inc.
c/o CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Human Resources
Maximus, Inc.
1600 Tysons Boulevard Suite 1400
McLean, VA 22102

Maximus, Inc.
c/o CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Human Resources
The Panther Group, Inc.
5 Mill & Main Place, Suite 430
Maynard, MA 01754

The Panther Group, Inc.
c/o CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: *Julie Mora Andrisani v. Maximus Human Services, Inc., et al.*
Notice of Intent to File Suit Pursuant to California Labor Code
Section 2699

To Whom It May Concern:

This office represents Julie Mora Andrisani ("Plaintiff") and a group of the putative class members in a forthcoming lawsuit against Maximus Human Services, Inc., Maximus, Inc., and The Panther Group, Inc. (collectively "Defendants"). The action, entitled *Julie Mora Andrisani v. Maximus Human Services, Inc., et al.*, is to be filed in the Superior Court of the State of California for the County of Sacramento (the "Action"). A copy of the complaint as currently drafted, and as is intended to be filed in the Action, is enclosed as **Exhibit A**. This letter incorporates by reference the facts, law, and allegations of Exhibit A.

This letter serves as notice pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), codified at California Labor Code sections 2698 through 2699.6, that we intend to include representative claims in the Action for civil penalties under PAGA on behalf of a group of aggrieved employees. For the purposes of this letter, "Aggrieved Employees" is defined as: *All individuals who are or were employed by Defendant(s) as non-exempt employees in California, from one year prior to the mailing of this notice through the date of trial.*

Notice of Intent to File PAGA

Action August 20, 2024

Page 2 of 2

As set forth in more detail in Exhibit A, Defendants violated their obligations to Plaintiff and the Aggrieved Employees under California law by: failing to pay minimum wages for all hours worked, failing to pay all overtime wages earned, failing to provide lawful rest periods and pay missed rest period premiums, failing to provide lawful meal periods and pay missed meal period premiums, failing to maintain accurate records, failing to provide accurate and complete wage statements, failing to pay all wages in full and on time during employment, and failing to pay all wages due upon termination.

Because of these systemic violations, Defendants violated: Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and California Industrial Welfare Commission Wage Orders Wage Order 4-2001, and others that may be applicable. (Cal. Code of Regs., tit. 8, § 11040.) The enclosed Complaint further details: **(1)** the alleged violations; **(2)** the facts and theories supporting these violations; **(3)** the people and entities, dates, classifications, violations, events, and actions at issue; and **(4)** the illegal practices instituted by Defendants.

Together with this correspondence, the enclosed complaint provides notice that we intend to proceed with a claim for civil penalties in the Action pursuant to PAGA. (See Lab. Code, §§ 2698–2699.6.) We intend to fully prosecute the representative claims alleged in the complaint, including by obtaining civil penalties under PAGA.

Please do not hesitate to contact me if you have any questions.

Sincerely,



JONATHAN MELMED

Enclosure

EXHIBIT A

(Anticipated Class Action Complaint in *Julie Mora Andrisani v. Maximus Human Services, Inc., et al.*)

MELMED LAW GROUP P.C.

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Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JULIE MORA ANDRISANI, an individual, on
behalf of herself and all others similarly situated,

Plaintiff,

v.

MAXIMUS HUMAN SERVICES, INC., a
Virginia corporation; MAXIMUS, INC., a
Virginia corporation; THE PANTHER GROUP,
INC., a Massachusetts corporation; and DOES 1
TO 50,

Defendants.

Case Number:

Class Action Complaint For:

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Overtime Wages,
3. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums,
4. Failure to Provide Meal Periods and Pay Missed Meal Period Premiums,
5. Failure to Maintain Accurate Employment Records,
6. Failure to Pay Wages Timely during Employment,
7. Failure to Pay All Wages Earned and Unpaid at Separation,
8. Failure to Furnish Accurate Itemized Wage Statements, and
9. Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

Demand for Jury Trial

Plaintiff Julie Mora Andrisani (“Plaintiff”), on behalf of herself and all other similarly situated employees within the State of California, complains and alleges of defendants Maximus Human Services, Inc., Maximus, Inc., The Panther Group, Inc., and Does 1 to 50 (collectively, “Defendants”), and each of them, as follows:

I. INTRODUCTION

1. This is a class action complaint brought pursuant to California Code of Civil Procedure section 382.

2. The “Class Period” as used herein, is defined as the period from four years prior to the filing of this action and continuing into the present and ongoing. Defendants’ violations of California’s laws as described more fully below have been ongoing throughout the Class Period and are still ongoing.

3. Plaintiff brings this class action on behalf of herself and the following class: *All individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

4. Plaintiff brings this action on behalf of herself and the Class Members, as a class action, against Defendants for:

- A. Failure to pay all minimum wages,
- B. Failure to pay all overtime wages,
- C. Failure to provide rest periods and pay missed rest period premiums,
- D. Failure to provide meal periods and pay missed meal period premiums,
- E. Failure to maintain accurate employment records,
- F. Failure to pay wages timely during employment,
- G. Failure to pay all wages earned and unpaid at separation,
- H. Failure to furnish accurate itemized wage statements, and
- I. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof. Code, §§ 17200–17210).

5. Plaintiff is informed and believes and thereon alleges that the California Industrial Welfare Commission (“IWC”) Wage Order applicable to the facts of this case is IWC Wage Order 4-

2001 (the “Applicable Wage Order”) and possibly others that may be applicable. (Cal. Code of Regs., tit. 8, § 11040.) Plaintiff reserves the right to amend or modify the definition of “Applicable Wage Order” with greater specificity or add additional IWC Wage Orders if additional applicable wage orders are discovered in litigation.

II. JURISDICTION & VENUE

6. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

7. This Court has personal jurisdiction over Defendants because Defendants have caused injuries in the County of Sacramento and the State of California through their acts, and by their violation of the California Labor Code and California state common law. Defendants transact millions of dollars of business within the State of California. Defendants own, maintain offices, transact business, have an agent or agents within the County of Sacramento, and/or otherwise are found within the County of Sacramento, and Defendants are within the jurisdiction of this Court for purposes of service of process.

8. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the Code of Civil Procedure. Defendants operate within California and do business within Sacramento County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all of Defendants’ employees identified above within Sacramento County and surrounding counties where Defendants may remotely operate.

9. This matter is not appropriate for removal under the Class Action Fairness Act (28 U.S.C. § 1332) as the amount in controversy for Plaintiff’s and the Class Members’ claims, in aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of California. As such, even if the amount in controversy did exceed \$5 million this matter would still not be appropriate for removal under the “local controversy” exception to the Class Action Fairness Act. (28 U.S.C. § 1332, subd. (d)(4)(A).)

1 **III. THE PARTIES**

2 **A. PLAINTIFF**

3 10. At all relevant times, Plaintiff, who is over the age of 18, was and currently is a citizen
4 of California residing in the State of California. Defendants employed Plaintiff as a non-exempt hourly
5 employee in the County of Sacramento.

6 11. Plaintiff brings this action on behalf of herself and the following class pursuant to
7 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
8 *Defendants as non-exempt employees in California during the Class Period* (the “Class Members”).

9 12. The Class Members, at all times pertinent hereto, are or were employees of Defendants
10 during the relevant statutory period.

11 **B. DEFENDANTS**

12 13. Plaintiff is informed and believes and thereon alleges that Defendants were authorized
13 to and doing business in Sacramento County and is and/or was the legal employer of Plaintiff and the
14 other Class Members during the applicable statutory periods. Plaintiff and the other Class Members
15 were, and are, subject to Defendants’ policies and/or practices complained of herein and have been
16 deprived of the rights guaranteed to them by: California Labor Code sections 201, 202, 203, 204, 210,
17 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and others
18 that may be applicable; California Business and Professions Code sections 17200 through 17210
19 (“UCL”); and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11040).

20 14. Plaintiff is informed and believes, and based thereon alleges, that during the Class
21 Period, Defendants did (and continue to do) business in the State of California, County of Sacramento.

22 15. Plaintiff does not know the true names or capacities, whether individual, partner, or
23 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants
24 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
25 complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
26 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
27 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff
28 and the other Class Members to be subject to the unlawful employment practices, wrongs, injuries, and

1 damages complained of herein.

2 16. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
3 herein, Defendants were and/or are the employers of Plaintiff and the other Class Members. At all times
4 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
5 have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the
6 agents, representatives, and employees of each and every one of the other Defendants, and at all times
7 herein mentioned were acting within the course and scope of said agency, representation, and
8 employment. Defendants, and each of them, approved of, condoned, or otherwise ratified every one of
9 the acts or omissions complained of herein.

10 17. Plaintiff is further informed, and believes, and thereon alleges, that at all times
11 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there
12 existed and now exists a unity of interest and ownership between them such that the individuality and
13 separateness of each of them has ceased. Plaintiff is further informed, and believes, and thereon alleges,
14 that at all times mentioned herein, that Defendants, and each of them, have been and now are mere
15 shells and naked frameworks that their principal uses for the conduct of that Defendant's own business,
16 property, and affairs, for which Defendants, and each of them, have concealed and misrepresented their
17 identities as the entities responsible for their ownership, management, and financial interests.

18 18. Plaintiff is further informed, and believes, and thereon alleges, that at all times
19 mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture,
20 partnership, and common enterprise, and acting within the course and scope of and in pursuance of said
21 joint venture, partnership, and common enterprise. Further, Plaintiff is informed, and believes, and
22 thereon alleges, that all Defendants were joint employers for all purposes of Plaintiff and the other
23 Class Members.

24 **IV. COMMON FACTS & ALLEGATIONS**

25 19. Plaintiff and the other Class Members (collectively, the "Class Members") are, and were
26 at all relevant times, employed by the Defendants within the State of California.

27 20. The Class Members are, and were, at all relevant times, non-exempt employees for the
28 purposes of minimum wages, overtime, rest breaks, meal periods, and the other claims alleged in this

complaint.

21. Specifically, Plaintiff was employed by Defendants within the statutory Class Period, working as an hourly, non-exempt customer service representative for Defendants.

A. MINIMUM WAGE VIOLATIONS

22. Labor Code section 1197 requires employees to be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code section 1194 entitles “any employee receiving less than the legal minimum wage . . . to recover in a civil action the unpaid balance of the full amount of this minimum wage.” Likewise, the Applicable Wage Order also obligates employers to pay each employee minimum wages for all hours worked. (Cal. Code of Regs., tit. 8, § 11040.) Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit.

23. These minimum wage standards apply to each hour that employees work. Therefore, an employer’s failure to pay for any particular time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

24. Here, Defendants failed to fully conform their pay practices to the requirements of the law during the relevant statutory periods. The Class Members were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and the Applicable Wage Order. Among other violations, the Class Members were subject to the control of Defendants while off-the-clock and did not receive minimum wage for each hour worked.

25. Additionally, the Class Members were not paid all wages for all hours worked due to Defendants’ uniform payroll policies and practices that unfairly rounded employees’ wages to the detriment of the Class Members. This rounding policy routinely failed to capture the entirety of the hours the Class Members worked and was structured in a way that in favored underpayment. (See *See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907.) As a result, the Class Members suffered periodic shortages in the hours for which they were compensated. This uncompensated time violated California’s requirement that employees be compensated for all hours worked. As a result of

1 this practice, the Class Members were not compensated their minimum wages for all hours worked.

2 26. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an
3 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
4 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
5 due and interest thereon.

6 27. When employees, such as the Class Members, are not paid for all hours worked under
7 Labor Code section 1194, they are entitled to recover minimum wages for the time which they received
8 no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015) 154
9 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages under
10 Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

11 28. Labor Code section 1197.1 authorizes employees who are paid less than the minimum
12 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among other
13 damages, as follows:

14 (1) “For any initial violation that is intentionally committed, one hundred
15 dollars (\$100) for each underpaid employee for each pay period for
16 which the employee is underpaid.”

17 (2) “For each subsequent violation for the same specific offense, two
18 hundred fifty dollars (\$250) for each underpaid employee for each pay
19 period for which the employee is underpaid regardless of whether the
20 initial violation is intentionally committed.” (Lab. Code, § 1197.1, subd.

21 (a).)

22 29. As set forth above, Defendants failed to fully compensate the Class Members for all
23 minimum wages. Accordingly, the Class Members are entitled to recover liquidated damages for
24 violations of Labor Code section 1197.1.

25 30. Based upon these same factual allegations, the Class Members are likewise entitled to
26 penalties under Labor Code sections 1199.

B. OVERTIME VIOLATIONS

31. Labor Code section 510 requires employers to compensate employees who work more than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve hours in a day or more than eight hours on the seventh consecutive day of work. (Lab. Code, § 510, subd. (a).) These rules are also reflected in the Applicable Wage Order.

32. In accordance with Labor Code section 1194 and the Applicable Wage Order, the Class Members could not then agree and cannot now agree to work for a lesser wage than the amount provided by Labor Code sections 510 or the Applicable Wage Order.

33. Here, Defendants violated their duty to accurately and completely compensate the Class Members for all overtime worked. The Class Members periodically worked hours that entitled them to overtime compensation under the law but were not fully compensated for those hours.

34. These actions were and are in clear violation of California's overtime laws as set forth in Labor Code sections 510, 1194, 1199, and the Applicable Wage Order. (Cal. Code of Regs., tit. 8, § 11040.) As a result of Defendants' faulty policies and practices, the Class Members were not compensated for all hours worked or paid accurate overtime compensation.

C. REST BREAK VIOLATIONS

35. Pursuant to Labor Code section 226.7 and the Applicable Wage Order, Defendants were and are required to provide the Class Members with compensated, duty-free rest periods of not less than ten minutes for every major fraction of four hours worked. Under the Applicable Wage Order, an employer must authorize and permit all employees to take ten minute duty free rest periods for every major fraction of four hours worked. (Cal. Code of Regs., tit. 8, § 11040.)

36. Likewise, Labor Code section 226.7 provides that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission" (Lab. Code, § 226.7, subd. (b).) Labor Code section 226.7 also provides that employers must pay their employees one

1 additional hour of pay at the employee’s regular rate for each workday that a “meal or rest or recovery
 2 period is not provided.” (Lab. Code, § 226.7, subd. (c).) The “regular rate” for these purposes must
 3 factor in all nondiscretionary payments for work performed by the employee, including non-
 4 discretionary bonuses, commissions, and other forms of wage payments exceeding the employees’ base
 5 hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.) Thus, the Wage
 6 Orders set when and for how long the rest period must take place and the Labor Code establishes that
 7 violations of the IWC Wage Orders are unlawful and sets forth the premium pay employer must pay
 8 their employees when employers fail to provide rest periods.

9 37. The California Supreme Court has held that, during required rest periods, “employers
 10 must relieve their employees of all duties and relinquish any control over how employees spend their
 11 break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.) Relinquishing
 12 control over employees during rest periods requires that employees be “free to leave the employer’s
 13 premises” and be “permitted to attend to personal business.” (*Id.* at p. 275.) The *Brinker* Court
 14 explained in the context of rest breaks that employer liability attaches from adopting an unlawful
 15 policy:

16 “An employer is required to authorize and permit the amount of rest break time
 17 called for under the wage order for its industry. If it does not—if, for example,
 18 it adopts a uniform policy authorizing and permitting only one rest break for
 19 employees working a seven-hour shift when two are required—it has violated
 20 the wage order and is liable.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53
 21 Cal.4th 1004, 1033.)

22 38. Here, Defendants periodically did not permit the Class Members to take compliant duty-
 23 free rest breaks, free from Defendants’ control as required by Labor Code section 226.7, the Applicable
 24 Wage Order, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
 25 257, 269 [concluding that “during rest periods employers must relieve employees of all duties and
 26 relinquish control over how employees spend their time.”].) At all relevant times, the Class Members
 27 were periodically not provided with legally-compliant and timely rest periods of at least ten minutes
 28 for each four hour work period, or major fraction thereof due to Defendants’ unlawful rest period

1 policies/practices. The Class Members were often expected and required to continue working through
2 rest periods to meet the expectations Defendants and finish the workday. In some cases when the Class
3 Members worked more than ten hours in a shift, Defendants failed to authorize and/or permit a third
4 mandated rest period. As a result, the Class Members were periodically unable to take compliant rest
5 periods.

6 39. In such cases where Defendants did not offer the Class Members the opportunity to
7 receive a compliant off-duty rest period, “the court may not conclude employees voluntarily chose to
8 skip those breaks.” (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410 (2015)
9 [“If an employer fails to provide legally compliant meal or rest breaks, the court may not conclude
10 employees voluntarily chose to skip those breaks.”]; *Brinker Rest. Corp. v. Superior Court, supra*, 53
11 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break that was required by law but never
12 authorized; if a break is not authorized, an employee has no opportunity to decline to take it.”].)

13 40. In addition to failing to authorize and permit compliant rest periods, the Class Members
14 were not compensated with one hour’s worth of pay at their regular rate of compensation when they
15 were not provided with a compliant rest period in accordance with Labor Code section 226.7,
16 subdivision (c). Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage
17 Order.

18 41. Based on the foregoing, Plaintiff seeks to recover, on behalf of herself and other non-
19 exempt employees, rest period premiums and penalties.

20 **D. MEAL BREAK VIOLATIONS**

21 42. Labor Code section 512 and the Applicable Wage Order require employers to provide
22 employees with a thirty-minute uninterrupted and duty-free meal period within the first five hours of
23 work. (Lab. Code, § 512, subd. (a) [“An employer shall not employ an employee for a work period of
24 more than five hours per day without providing the employee with a meal period of not less than 30
25 minutes”]; Cal. Code of Regs., tit. 8, § 11040 [“No employer shall employ any person for a work
26 period of more than five (5) hours without a meal period of not less than 30 minutes”].)
27 Additionally, an employee who works more than ten hours per day is entitled to receive a second thirty-
28 minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a) [“An employer shall not

1 employ an employee for a work period of more than 10 hours per day without providing the employee
2 with a second meal period of not less than 30 minutes”].)

3 43. “An on-duty meal period is permitted only when the nature of the work prevents an
4 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal
5 break.” (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement must
6 include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the California
7 Department of Industrial Relations, Division of Labor Standards Enforcement (“DLSE”) and courts
8 have “found that the nature of the work exception applies: (1) where the work has some particular
9 external force that requires the employee to be on duty at all times, and (2) where the employee is the
10 sole employee of a particular employer.” (*Id.* at p. 945, internal quotation marks omitted; *Abdullah v.*
11 *U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952, 958–959.) “[I]t is the employer’s obligation
12 to determine whether the nature of the work prevents an employee from being relieved before requiring
13 an employee to take an on-duty meal period.” (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at
14 p. 946.)

15 44. Here, the Class Members were never asked to sign any enforceable document agreeing
16 to an on-duty meal period. Moreover, nothing in the nature of their work involved the kind of “external
17 force” that might justify on-duty meal breaks. (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at
18 p. 945.) Nevertheless, Defendants periodically did not provide compliant off-duty meal periods within
19 the first five hours of work for the Class Members.

20 45. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*
21 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal period’s
22 duty-free nature its defining characteristic.”].) Relinquishing control over employees during meal
23 periods requires that employees be “free to leave the employer’s premises” and be “permitted to attend
24 to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2 Cal.5th at p. 275.) Under
25 Labor Code section 512, if an employer maintains a uniform policy that does not authorize and permit
26 the amount of meal time called for under the law (as specified in the Labor Code and/or applicable
27 IWC Wage Order), “it has violated the wage order and is liable.” (*Brinker Restaurant Corp. v. Superior*
28 *Court*, *supra*, 53 Cal.4th at p. 1033.)

1 46. During the applicable statutory periods here, the Class Members were periodically
2 denied legally-compliant and timely off-duty meal periods of at least thirty minutes due to Defendants'
3 unlawful meal period policy and practices. As a result of Defendants' uniform meal period policies and
4 practices, the Class Members were often not permitted to take compliant first meal periods before the
5 end of the fifth hour of work. The Class Members were also periodically not permitted to take second
6 meal periods for shifts in excess of ten hours. Defendants thus violated Labor Code section 512 and
7 the Applicable Wage Order by failing to advise, authorize, or permit the Class Members to receive
8 thirty-minute, off-duty meal periods within the first five hours of their shifts.

9 47. Labor Code section 226.7 provides that "[a]n employer shall not require an employee
10 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
11 applicable regulation, standard, or order of the Industrial Welfare Commission." (Lab. Code, § 226.7,
12 subd. (b).) Labor Code section 226.7, subdivision (c), and the Applicable Wage Order further obligate
13 employers to pay employees one additional hour of pay at the employee's regular rate of compensation
14 for each workday that the meal period is not provided. (Lab. Code, § 226.7, subd. (c); Cal. Code of
15 Regs., tit. 8, § 11040 ["If an employer fails to provide an employee a meal period in accordance with
16 the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
17 employee's regular rate of compensation for each workday that the meal period is not provided."].)
18 The "regular rate" for these purposes must factor in all nondiscretionary payments for work performed
19 by the employee, including non-discretionary bonuses, commissions, and other forms of wage
20 payments exceeding the employees' base hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021)
21 11 Cal.5th 858, 878.)

22 48. Accordingly, for each day that the Class Members did not receive compliant meal
23 periods, they were and are entitled to receive meal period premiums pursuant to Labor Code section
24 226.7 and the Applicable Wage Order. Defendants, however, failed to pay the Class Members
25 applicable meal period premiums for many workdays that the employees did not receive a compliant
26 meal period. Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage
27 Order.
28

1 49. Based on the foregoing, Plaintiff seeks to recover, on behalf of herself and other non-
2 exempt employees, meal period premiums and penalties.

3 **E. UNTIMELY WAGES DURING EMPLOYMENT**

4 50. Labor Code section 204 expressly requires employers who pay employees on a weekly,
5 biweekly, or semimonthly basis to pay all wages “not more than seven calendar days following the
6 close of the payroll period.” Labor Code section 210, subdivision (a), makes employers who violate
7 Labor Code section 204 subject to a penalty of:

8 “(1) For any initial violation, one hundred dollars (\$100) for each failure to
9 pay each employee.

10 “(2) For each subsequent violation, or any willful or intentional violation, two
11 hundred dollars (\$200) for each failure to pay each employee, plus 25
12 percent of the amount unlawfully withheld.” (Lab. Code, § 210, subd.
13 (a).)

14 51. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
15 entirely independent and apart from, any other penalty provided in this article” (Lab. Code, § 210,
16 subd. (a).)

17 52. Due to Defendants’ failure to pay the Class Members the wages described above, along
18 with rest and meal break premiums, Defendants failed to timely pay the Class Members within seven
19 calendar days following the close of payroll in accordance with Labor Code section 204 on a regular
20 and consistent basis. (See *Parson v. Golden State FC, LLC* (N.D. Cal., May 2, 2016, No. 16-CV-00405-
21 JST) 2016 WL 1734010, at p. *3–5, 2016 U.S. Dist. LEXIS 58299 [finding that a failure to pay rest
22 period premiums can support claims under Labor Code sections 203 and 204].)

23 **F. UNTIMELY WAGES AT SEPARATION**

24 53. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages
25 of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty”
26 for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) As a result
27 of Defendants’ failure to pay the Class Members for the wages described above, along with rest and
28 meal break premiums, Defendants violated and continue to violate Labor Code section 203.

54. Due to Defendants' faulty pay policies, those Class Members whose employment with Defendants concluded were not compensated for each and every hour worked at the appropriate rate. Defendants have failed to pay formerly-employed Class Members whose sums were certain at the time of termination within at least seventy-two hours of their resignation and have failed to pay those sums for thirty days thereafter.

G. WAGE STATEMENT VIOLATIONS

55. Defendants also failed to provide accurate itemized wage statements in accordance with Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) The gross wages earned;
- (2) The total hours worked by the employee;
- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

56. Due to Defendants' failure to pay the Class Members properly as described above, the wage statements issued do not indicate the correct amount of gross wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in effect during the pay period and the

corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

57. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and intentionally failed to provide the Class Members with accurate itemized wage statements in violation of Labor Code section 226, subdivision (e). Defendants knew that they were not providing the Class Members with wage statements required by California law but nevertheless failed to correct their unlawful practices and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the defendant knowingly and intentionally violated Labor Code section 226 because the “[d]efendant knew that it was not providing total hours worked to plaintiff or other employees paid on commission” even though it believed that employees paid solely on commission or commission and salary “are exempt and therefore we do not record hours on a wage statement.”].)

H. RECORDKEEPING VIOLATIONS

58. Labor Code section 226, subdivision (a), requires employers to keep an accurate record of, among other things, all hours worked by employees. Labor Code section 226.3 provides, in pertinent part, as follows:

“Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.” (Lab. Code, § 226.3, emphasis added.)

59. Likewise, Labor Code section 1174, subdivision (d), requires every employer, including Defendants, to:

“Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any

1 applicable piece rate paid to, employees employed at the respective plants or
2 establishments. These records shall be kept in accordance with rules established
3 for this purpose by the commission, but in any case shall be kept on file for not
4 less than three years. An employer shall not prohibit an employee from
5 maintaining a personal record of hours worked, or, if paid on a piece-rate basis,
6 piece-rate units earned.” (Lab. Code, § 1174, subd. (d), emphasis added.)

7 60. As explained in detail above, Defendants failed to provide the Class Members with
8 accurate itemized wage statements. Defendants did so, in part, because they failed to accurately track
9 hours worked by the Class Members. Defendants have thus failed to keep accurate records of the “total
10 hours worked by the employee[s]” in violation of Labor Code section 226, subdivision (a), and are
11 therefore subject to the penalties provided by Labor Code section 226.3. These penalties are “in
12 addition to any other penalty provided by law.” (Lab. Code, § 226.3.)

13 61. The failure to accurately track hours worked also resulted in a failure of Defendants to
14 keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees,
15 including Plaintiff and the other Class Members, in violation of Labor Code section 1174, subdivision
16 (d).

17 **V. CLASS ACTION ALLEGATIONS**

18 62. As mentioned above, Plaintiff brings this action on behalf of herself and the Class
19 Members pursuant to section 382 of the Code of Civil Procedure.

20 63. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all
21 members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiff
22 at this time; however, it is estimated that the number of Class Members is greater than 100 individuals.
23 The identity of such membership is readily ascertainable via inspection of Defendants’ employment
24 records.

25 64. **Common Questions of Law and Fact Predominate/Well Defined Community of**
26 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
27 non-exempt employees, which predominate over questions affecting only individual members
28 including, without limitation to:

A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class Members for all hours worked, including all minimum wages;

B. Whether Defendants' pay policies/practices resulted in a failure to pay the Class Members for all required overtime wages at the Class Members' regular rate of pay;

C. Whether Defendants' rest period policies and practices afforded legally compliant rest periods or compensation in lieu thereof;

D. Whether Defendants' meal period policies and practices afforded legally compliant meal periods or compensation in lieu thereof;

E. Whether Defendants maintained accurate employment records;

F. Whether Defendants timely paid all wages during employment;

G. Whether Defendants timely paid all wages earned and unpaid at separation;

H. Whether Defendants furnished legally-compliant wage statements to the Class Members pursuant to Labor Code section 226; and

I. Whether Defendants' violations of the Labor Code and the Applicable Wage Order amounted to a violation of California's UCL.

65. Predominance of Common Questions: Common questions of law and fact predominate over questions that affect only individual Class Members. The common questions of law set forth above are numerous and substantial and stem from Defendants' uniform policies and practices applicable to each individual class member, such as Defendants' uniform policy and practice of failing to pay for all hours worked, Defendants' uniform policies and practices which failed to provide compliant rest periods, Defendants' uniform policies and practices which failed to provide compliant meal periods, Defendants' failure to provide accurate itemized wage statements, and others. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

66. Typicality: The claims of Plaintiff are typical of the claims of the Class Members because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein, Plaintiff, like the other Class Members, was deprived of minimum, regular, and overtime wages

1 because of Defendants' unlawful timekeeping policies and practices, was deprived of rest periods and
2 premium wages in lieu thereof, was deprived of meal periods and premium wages in lieu thereof, was
3 subject to Defendants' uniform rest period policies and practices, was subject to Defendants' uniform
4 meal period policies and practices, was not provided accurate itemized wage statements, was not paid
5 all wages in full and on time, , and was subject to other similar policies and practices to which the Class
6 Members were subject.

7 67. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
8 represent fairly and adequately the interests of the Class Members. Moreover, Plaintiff's attorneys are
9 ready, willing, and able to fully and adequately represent the Class Members and Plaintiff. Plaintiff's
10 attorneys have prosecuted numerous wage-and-hour class actions in state and federal court in the past
11 and are committed to vigorously prosecuting this action on behalf of the Class Members.

12 68. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
13 important public interest in establishing minimum working conditions and standards in California.
14 These laws and labor standards protect the average working employee from exploitation by employers
15 who have the responsibility to follow the laws and who may seek to take advantage of superior
16 economic and bargaining power in setting onerous terms and conditions of employment. The nature of
17 this action and the format of laws available to Plaintiff and the Class Members make the class action
18 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
19 employee were required to file an individual lawsuit, Defendants would necessarily gain an
20 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
21 each individual plaintiff with their vastly superior financial and legal resources.

22 69. Moreover, requiring each Class Member to pursue an individual remedy would also
23 discourage the assertion of lawful claims by employees who would be disinclined to file an action
24 against their former or current employer for real and justifiable fear of retaliation and permanent
25 damages to their careers at subsequent employment. Further, the prosecution of separate actions by the
26 individual Class Members, even if possible, would create a substantial risk of inconsistent or varying
27 verdicts or adjudications with respect to the individual Class Members against Defendants herein, and
28 which would establish potentially incompatible standards of conduct for Defendants or legal

determinations with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other Class Members not parties to adjudications or which would substantially impair or impede the ability of the Class Members to protect their interests.

70. Further, the claims of the individual Class Members are not sufficiently large to warrant vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As such, the Class Members identified above are maintainable as a class under section 382 of the Code of Civil Procedure.

VI. CAUSES OF ACTION

First Cause of Action

Failure to Pay All Minimum Wages

(Against All Defendants)

71. Plaintiff realleges and incorporates by reference all previous paragraphs.

72. Section 4 of the Applicable Wage Order and Labor Code section 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab. Code, § 1197; Cal. Code of Regs., tit. 8, § 11040.) Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

73. Here, Defendants failed to fully conform their pay practices to the requirements of the law during the relevant statutory periods. Plaintiff and the other Class Members were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and the Applicable Wage Order.

74. Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

75. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the other Class Members have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief because of Defendants' violations of the Labor Code and Applicable Wage Order.

76. Defendants' practices and policies regarding illegal employee compensation are unlawful and create an entitlement to recovery by Plaintiff and the other Class Members in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code sections 204, 218.5, 1194, 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

Second Cause of Action

Failure to Pay All Overtime Wages

(Against All Defendants)

77. Plaintiff realleges and incorporates by reference all previous paragraphs.

78. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed. At all times relevant herein, Defendants were required to properly pay Plaintiff and the other Class Members for all overtime wages earned pursuant to Labor Code section 1194 and the Applicable Wage Order. Defendants caused Plaintiff and the other Class Members to work overtime hours but did not compensate them at one and one-half times their regular rate of pay for such hours in accordance with California law. Likewise, Defendants caused Plaintiff and the other Class Members to work double-time hours but did not compensate them at twice their regular rate of pay for such hours in accordance with California law.

79. Defendants failed to fully conform their pay practices to the requirements of California law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful pay policies and practices of failing to accurately record all the time that non-exempt employees were under the supervision and control of Defendants. The foregoing policies and practices are unlawful and allow

Plaintiff and the other Class Members to recover in a civil action the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code section 204, 510, 1194, and 1198, the Applicable Wage Order, and Code of Civil Procedure section 1021.5.

Third Cause of Action

Failure to Provide Rest Periods and Pay Missed Rest Period Premiums

(Against All Defendants)

80. Plaintiff realleges and incorporates by reference all previous paragraphs.

81. Section 12 of the Applicable Wage Order, and Labor Code section 226.7 establish the right of employees to be provided with a rest period of at least ten minutes for each four hour period worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, § 11040.)

82. Due to Defendants' unlawful rest period policies and practices described in detail above, Defendants did not authorize and permit Plaintiff and the other Class Members to take all rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

83. The foregoing violations create an entitlement to recovery by Plaintiff and the other Class Members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Order, and California Labor Code section 226.7.

Fourth Cause of Action

Failure to Provide Meal Periods and Pay Missed Meal Period Premiums

(Against All Defendants)

84. Plaintiff realleges and incorporates by reference all previous paragraphs.

85. Plaintiff is informed and believes and thereon alleges, that Defendants failed in their affirmative obligation to provide their hourly non-exempt employees, including Plaintiff and the other Class Members, with all required meal periods in accordance with the mandates of the Labor Code and the Applicable Wage Order, for the reasons set forth herein above. Despite Defendants' violations,

Defendants have not paid an additional hour of pay to Plaintiff and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

86. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Order and Labor Code sections 226.7 and 512, and Civil Code sections 3287, subdivision (b), and 3289. (See Cal. Code of Regs., tit. 8, § 11040.)

Fifth Cause of Action

Failure to Maintain Accurate Employment Records

(Against All Defendants)

87. Plaintiff realleges and incorporates by reference all previous paragraphs.

88. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records must be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

89. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records.

90. Defendant has intentionally and willfully failed to keep accurate and complete records showing the hours worked daily and wages paid to Plaintiff and the other Class Members. Thus, Plaintiff and the other Class Members have been denied their legal right and protected interest in having available at a central location at the plant or establishment where they are employed, accurate and complete payroll records showing the hours worked daily by, and the wages paid to, employees at those respective locations pursuant to Labor Code 1174.

Sixth Cause of Action

Failure to Pay Wages Timely during Employment

(Against All Defendants)

91. Plaintiff realleges and incorporates by reference all previous paragraphs.

1 92. Labor Code section 200 provides that “wages” include all amounts for labor performed
2 by employees of every description, whether the amount is fixed or ascertained by the standard of time,
3 task, pieces, commission basis, or other method of calculation. Labor Code section 204 states that all
4 wages earned by any person in any employment are payable twice during the calendar month and must
5 be paid not more than seven days following the close of the period when the wages were earned. Labor
6 Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a
7 penalty of \$100 for any initial failure to timely pay each employee’s full wages and \$200 for each
8 subsequent violation, plus 25% of the amount unlawfully withheld.

9 93. Labor Code section 216 establishes that it is a misdemeanor for any person, with regards
10 to wages due, to “falsely deny the amount or validity thereof, or that the same is due, with intent to
11 secure himself, his employer or other person, any discount upon such indebtedness, or with intent to
12 annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

13 94. Defendants as a matter of established company policy and procedure in the State of
14 California, scheduled, required, suffered, and/or permitted Plaintiff and the other Class Members, to
15 work without full compensation, to work without legally-compliant off-duty meal periods, to work
16 without legally-compliant off-duty rest periods, and thereby failed to fully pay Plaintiff and the other
17 Class Members within seven days of the close of payroll, as required by law.

18 95. Defendants, as a matter of established company policy and procedure in the State of
19 California, falsely deny they owe Plaintiff and the other Class Members these wages, with the intent of
20 securing for itself a discount upon its indebtedness and/or to annoy, harass, oppress, hinder, delay,
21 and/or defraud Plaintiff and the other Class Members.

22 96. Defendants’ pattern, practice, and uniform administration of its corporate policy of
23 illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiff and
24 the other Class Members to recover, pursuant to Labor Code section 218, the unpaid balance of the
25 compensation owed to them in a civil action and any applicable penalties, attorney fees, and interest
26 owed to them pursuant to Labor Code sections 210 and 218.5.

Seventh Cause of Action

Failure to Pay All Wages Earned and Unpaid at Separation

(Against All Defendants)

97. Plaintiff realleges and incorporates by reference all previous paragraphs.

98. The actionable period for this cause of action is three years prior to the filing of this complaint through the present, and ongoing until the violations are corrected or the class is certified. (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code sections 201 and 202 of the California Labor Code require Defendants to pay all compensation due and owing to its former employees (including the formerly-employed Class Members) during the actionable period for this cause of action at or around the time that their employment is or was terminated, or ended.

99. Section 203 of the Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty workdays.

100. Due to Defendants' faulty pay policies, those Class Members whose employment with Defendants has concluded were not compensated for each and every hour worked at the appropriate rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums were certain at the time of termination within seventy-two hours of their resignation and have failed to pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

101. As a result, Defendants are liable to the formerly-employed Class Members for waiting time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties].)

Eighth Cause of Action

Failure to Furnish Accurate Itemized Wage Statements

(Against All Defendants)

102. Plaintiff realleges and incorporates by reference all previous paragraphs.

103. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) The gross wages earned;
- (2) The total hours worked by the employee;
- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

104. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiff and the other Class Members that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiff and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226, subdivision (a).

105. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

106. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiff and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of

1 \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class
2 Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and
3 reasonable attorneys' fees.

4 **Ninth Cause of Action**

5 *Violations of California's Unfair Competition Law*

6 *(Against All Defendants)*

7 107. Plaintiff realleges and incorporates by reference all previous paragraphs.

8 108. Defendants have engaged and continue to engage in unfair and/or unlawful business
9 practices in California in violation of California Business and Professions Code section 17200 through
10 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and
11 unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of
12 compensation to which they are legally entitled. These practices constitute unfair and unlawful
13 competition and provide an unfair advantage over Defendants' competitors who have been and/or are
14 currently employing workers and attempting to do so in honest compliance with applicable wage and
15 hour laws.

16 109. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct alleged herein,
17 Plaintiff for herself and on behalf of the Class Members, seeks full restitution of monies, as necessary
18 and according to proof, to restore any and all monies withheld, acquired and/or converted by
19 Defendants pursuant to Business and Professions Code sections 17203 and 17208.

20 110. The acts complained of herein occurred within the four years prior to the initiation of
21 this action and are continuing into the present and ongoing.

22 111. Plaintiff was compelled to retain the services of counsel to file this Court action to
23 protect her interests and those of the Class Members, to obtain restitution and injunctive relief on behalf
24 of Defendants' current non-exempt employees and to enforce important rights affecting the public
25 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff
26 is entitled to recover under Code of Civil Procedure section 1021.5.

VII. DEMAND FOR JURY TRIAL

112. Plaintiff hereby demands trial by jury of Plaintiff's and the Class Members' claims against Defendants.

VIII. PRAYER FOR RELIEF

Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed class;
2. For an order appointing Plaintiff as representative of the class;
3. For an order appointing Plaintiff's counsel as counsel for the class;
4. For the failure to pay all minimum wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 1194, 1194.2, 1197, and others as may be applicable;
5. For the failure to pay all overtime wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 204, 510, 1194, 1198, and others as may be applicable;
6. For the failure to provide rest periods and pay missed rest period premiums, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code section 226.7;
7. For the failure to provide meal periods and pay missed meal period premiums, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 226.7 and 512;
8. For the failure to maintain accurate employment records, penalties pursuant to Labor Code sections 226.3, 1174.5, and others that may be applicable;
9. For the failure to pay wages timely during employment, the unpaid balance of the compensation owed to Plaintiff and the other Class Members and any applicable penalties owed to them pursuant to Labor Code section 210;
10. For the failure to pay all wages earned and unpaid at separation, statutory waiting time penalties pursuant to Labor Code sections 201 through 203, for the Class Members who

quit or were fired in an amount equal to their daily wage multiplied by thirty days, as may be proven;

11. For the violations of California's Unfair Competition Law, restitution to Plaintiff and the other Class Members of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code sections 17200 through 17210;
12. Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
13. On all causes of action for which attorneys' fees may be available, for attorneys' fees and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure section 1021.5, and others as may be applicable;
14. For an order enjoining Defendants, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this complaint; and
15. For such other and further relief, this Court may deem just and proper.

Dated: August 20, 2024

MELMED LAW GROUP P.C.



JONATHAN MELMED

Attorneys for Plaintiff and the Putative Class

EXHIBIT 4

Amended PAGA Notice

MELMED LAW GROUP
LABOR & EMPLOYMENT LAWYERS

1801 Century Park East, Suite 850
Los Angeles, California 90067
lms@melmedlaw.com
(310) 824-3828

June 8, 2026

Filed via the LWDA's PAGA Claim Notice Online Form

Copies Sent via Certified U.S. Mail to:

SEYFARTH SHAW LLP

Ryan McCoy
Reiko Furuta
560 Mission Street, 31st Floor
San Francisco, California 94105

**CONSTANGY, BROOKS, SMITH &
PROPHETE LLP**

Barbara I. Antonucci
Deepa Kollipara
601 Montgomery Street, Suite 350
San Francisco, California 94111

Re: *Julie Mora Andrisani v. Maximus Human Services, Inc., et al.*
Notice of Intent to File Suit Pursuant to California Labor Code
Section 2699
Supplement to August 20, 2024 Letter
LWDA Case No. LWDA-CM-1046619-24

To Whom It May Concern:

This correspondence shall serve as a supplemental follow-up to our August 20, 2024 PAGA notices (the "Notice") setting forth the facts and theories underlying our client, Julie Mora Andrisani's ("Plaintiff") PAGA claims against Maximus Human Services, Inc., Maximus, Inc., and The Panther Group, Inc. (collectively "Defendants") on behalf of the State of California and all Aggrieved Employees. A copy of the Notice is enclosed as **Exhibit A**. This letter incorporates by reference the facts, law, and allegations of Exhibit A and amends it to include as follows:

Supplemental Claims

Please be advised that Plaintiff asserts Defendants violated Labor Code sections 245 and 246, in addition to those set forth in the Notice.

Notice of Intent to File PAGA Action

June 8, 2026

Page 2 of 2

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency of our intent to pursue a civil class action lawsuit and representative action against Defendants that will also include a PAGA claim for penalties under Labor Code § 2699 to be brought by the Plaintiff, individually and on behalf of all Aggrieved Employees, as defined in the Notice.

Please do not hesitate to contact me at the information provided above.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura M. Supanich", written in a cursive style.

LAURA M. SUPANICH

Enclosure

EXHIBIT 5

First Amended Complaint

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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

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

JULIE MORA ANDRISANI, an individual, on
behalf of herself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

MAXIMUS HUMAN SERVICES, INC., a
Virginia corporation; MAXIMUS, INC., a
Virginia corporation; THE PANTHER GROUP,
INC., a Massachusetts corporation; and DOES 1
TO 50,

Defendants.

Case Number: 24CV016457

**First Amended Class and Representative
Action Complaint For:**

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Overtime Wages,
3. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums,
4. Failure to Provide Meal Periods and Pay Missed Meal Period Premiums,
5. Failure to Maintain Accurate Employment Records,
6. Failure to Pay Wages Timely during Employment,
7. Failure to Pay All Wages Earned and Unpaid at Separation,
8. Failure to Furnish Accurate Itemized Wage Statements,

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9. Violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210), and
10. Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and Other Provisions of the Labor Code.

Demand for Jury Trial

Plaintiff Julie Mora Andrisani (“Plaintiff”), on behalf of herself, the State of California, as a private attorney general, and all other similarly situated employees within the State of California, complains and alleges of defendants Maximus Human Services, Inc., Maximus, Inc., The Panther Group, Inc., and Does 1 to 50 (collectively, “Defendants”), and each of them, as follows:

I. INTRODUCTION

1. This is a class action complaint brought pursuant to California Code of Civil Procedure section 382.

2. The “Class Period” as used herein, is defined as the period from August 20, 2020, and continuing into the present and ongoing. Defendants’ violations of California’s laws as described more fully below have been ongoing throughout the Class Period and are still ongoing.

3. Plaintiff brings this class action on behalf of herself and the following class: *All* non-exempt persons in the State of California who were issued paychecks by The Panther Group, Inc. (“Panther”) and performed any work for any of Panther's clients *during the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

4. Plaintiff brings this action on behalf of herself and the Class Members, as a class action, against Defendants for:

- A. Failure to pay all minimum wages,
- B. Failure to pay all overtime wages,
- C. Failure to provide rest periods and pay missed rest period premiums,
- D. Failure to provide meal periods and pay missed meal period premiums,
- E. Failure to maintain accurate employment records,
- F. Failure to pay wages timely during employment,
- G. Failure to pay all wages earned and unpaid at separation,
- H. Failure to furnish accurate itemized wage statements, and
- I. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof. Code, §§ 17200–17210).

1 5. This action is also a representative action brought pursuant to the California Labor Code
2 Private Attorneys General Act of 2004 (“PAGA”), codified at California Labor Code sections 2698
3 through 2699.6.

4 6. The “PAGA Period” as used herein, is defined as the period from August 20, 2023, and
5 continuing into the present and ongoing.

6 7. This PAGA action is brought on behalf of Plaintiff, the State of California as private
7 attorney general, and on behalf of the following aggrieved employees: *All* non-exempt persons in the
8 State of California who were issued paychecks by Panther and performed any work for any of Panther's
9 clients *during the PAGA Period* (the “Aggrieved Employees”).

10 8. On August 20, 2024, Plaintiff filed a letter with the Labor and Workforce Development
11 Agency (the “LWDA”) notifying the LWDA of the Labor Code violations alleged in this case and of
12 Plaintiff’s intent to include representative claims for civil penalties under PAGA on behalf of a group
13 of aggrieved employees in this case. A true and correct copy of the August 20, 2024 PAGA Notice is
14 attached herein as **Exhibit A**. On June 8, 2026, Plaintiff filed a Supplemental PAGA Notice to the
15 LWDA. A true and correct copy of the June 8, 2026 Supplemental PAGA Notice is attached herein as
16 **Exhibit B**.

17 9. Plaintiff is informed and believes and thereon alleges that the California Industrial
18 Welfare Commission (“IWC”) Wage Order applicable to the facts of this case is IWC Wage Order 4-
19 2001 (the “Applicable Wage Order”) and possibly others that may be applicable. (Cal. Code of Regs.,
20 tit. 8, § 11040.) Plaintiff reserves the right to amend or modify the definition of “Applicable Wage
21 Order” with greater specificity or add additional IWC Wage Orders if additional applicable wage orders
22 are discovered in litigation.

23 **II. JURISDICTION & VENUE**

24 10. This Court has subject matter jurisdiction over all causes of action asserted herein
25 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section
26 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds
27 \$25,000, and because each cause of action asserted arises under the laws of the State of California or
28 is subject to adjudication in the courts of the State of California.

1 11. This Court has personal jurisdiction over Defendants because Defendants have caused
2 injuries in the County of Sacramento and the State of California through their acts, and by their
3 violation of the California Labor Code and California state common law. Defendants transact millions
4 of dollars of business within the State of California. Defendants own, maintain offices, transact
5 business, have an agent or agents within the County of Sacramento, and/or otherwise are found within
6 the County of Sacramento, and Defendants are within the jurisdiction of this Court for purposes of
7 service of process.

8 12. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the
9 Code of Civil Procedure. Defendants operate within California and do business within Sacramento
10 County, California. The unlawful acts alleged herein have a direct effect on Plaintiff and all of
11 Defendants' employees identified above within Sacramento County and surrounding counties where
12 Defendants may remotely operate.

13 13. This matter is not appropriate for removal under the Class Action Fairness Act (28
14 U.S.C. § 1332) as the amount in controversy for Plaintiff's and the Class Members' claims, in
15 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of
16 California. As such, even if the amount in controversy did exceed \$5 million this matter would still not
17 be appropriate for removal under the "local controversy" exception to the Class Action Fairness Act.
18 (28 U.S.C. § 1332, subd. (d)(4)(A).)

19 **III. THE PARTIES**

20 **A. PLAINTIFF**

21 14. At all relevant times, Plaintiff, who is over the age of 18, was and currently is a citizen
22 of California residing in the State of California. Defendants employed Plaintiff as a non-exempt hourly
23 employee in the County of Sacramento.

24 15. Plaintiff brings this action on behalf of herself and the following class pursuant to
25 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
26 *Defendants as non-exempt employees in California during the Class Period* (the "Class Members").

27 16. Plaintiff also brings this action on behalf of herself and the State of California, as a
28 private attorney general, and on behalf of the following group of aggrieved employees: *All individuals*

1 *who are or were employed by Defendants as non-exempt employees in California during the PAGA*
 2 *Period* (the “Aggrieved Employees”).

3 17. The Class Members and the Aggrieved Employees, at all times pertinent hereto, are or
 4 were employees of Defendants during the relevant statutory period.

5 **B. DEFENDANTS**

6 18. Plaintiff is informed and believes and thereon alleges that Defendants were authorized
 7 to and doing business in Sacramento County and is and/or was the legal employer of Plaintiff, the other
 8 Aggrieved Employees, and the other Class Members during the applicable statutory periods. Plaintiff,
 9 the other Aggrieved Employees, and the other Class Members were, and are, subject to Defendants’
 10 policies and/or practices complained of herein and have been deprived of the rights guaranteed to them
 11 by: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185,
 12 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and others that may be applicable; California Business
 13 and Professions Code sections 17200 through 17210 (“UCL”); and the Applicable Wage Order (Cal.
 14 Code of Regs., tit. 8, § 11040).

15 19. Plaintiff is informed and believes, and based thereon alleges, that during the Class
 16 Period and PAGA Period, Defendants did (and continue to do) business in the State of California,
 17 County of Sacramento.

18 20. Plaintiff does not know the true names or capacities, whether individual, partner, or
 19 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants
 20 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
 21 complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
 22 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
 23 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff,
 24 the other Aggrieved Employees, and the other Class Members to be subject to the unlawful employment
 25 practices, wrongs, injuries, and damages complained of herein.

26 21. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
 27 herein, Defendants were and/or are the employers of Plaintiff, the other Aggrieved Employees, and the
 28 other Class Members. At all times herein mentioned, each of said Defendants participated in the doing

1 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
2 Defendants, and each of them, were the agents, representatives, and employees of each and every one
3 of the other Defendants, and at all times herein mentioned were acting within the course and scope of
4 said agency, representation, and employment. Defendants, and each of them, approved of, condoned,
5 or otherwise ratified every one of the acts or omissions complained of herein.

6 22. Plaintiff is further informed, and believes, and thereon alleges, that at all times
7 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there
8 existed and now exists a unity of interest and ownership between them such that the individuality and
9 separateness of each of them has ceased. Plaintiff is further informed, and believes, and thereon alleges,
10 that at all times mentioned herein, that Defendants, and each of them, have been and now are mere
11 shells and naked frameworks that their principal uses for the conduct of that Defendant's own business,
12 property, and affairs, for which Defendants, and each of them, have concealed and misrepresented their
13 identities as the entities responsible for their ownership, management, and financial interests.

14 23. Plaintiff is further informed, and believes, and thereon alleges, that at all times
15 mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture,
16 partnership, and common enterprise, and acting within the course and scope of and in pursuance of said
17 joint venture, partnership, and common enterprise. Further, Plaintiff is informed, and believes, and
18 thereon alleges, that all Defendants were joint employers for all purposes of Plaintiff, the other
19 Aggrieved Employees, and the other Class Members.

20 **IV. COMMON FACTS & ALLEGATIONS**

21 24. Plaintiff and the other Class Members (collectively, the "Class Members") are, and were
22 at all relevant times, employed by the Defendants within the State of California.

23 25. Likewise, Plaintiff and the other Aggrieved Employees (collectively, the "Aggrieved
24 Employees") are, and were at all relevant times, employed by the Defendants within the State of
25 California.

26 26. The Class Members and the Aggrieved Employees are, and were, at all relevant times,
27 non-exempt employees for the purposes of minimum wages, overtime, rest breaks, meal periods, and
28 the other claims alleged in this complaint.

27. Specifically, Plaintiff was employed by Defendants within the statutory Class Period and PAGA Period, working as an hourly, non-exempt customer service representative for Defendants.

A. MINIMUM WAGE VIOLATIONS

28. Labor Code section 1197 requires employees to be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code section 1194 entitles “any employee receiving less than the legal minimum wage . . . to recover in a civil action the unpaid balance of the full amount of this minimum wage.” Likewise, the Applicable Wage Order also obligates employers to pay each employee minimum wages for all hours worked. (Cal. Code of Regs., tit. 8, § 11040.) Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit.

29. These minimum wage standards apply to each hour that employees work. Therefore, an employer’s failure to pay for any particular time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

30. Here, Defendants failed to fully conform their pay practices to the requirements of the law during the relevant statutory periods. The Class Members and the Aggrieved Employees were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and the Applicable Wage Order. Among other violations, the Class Members and the Aggrieved Employees were subject to the control of Defendants while off-the-clock and did not receive minimum wage for each hour worked.

31. Additionally, the Class Members and the Aggrieved Employees were not paid all wages for all hours worked due to Defendants’ uniform payroll policies and practices that unfairly rounded employees’ wages to the detriment of the Class Members and the Aggrieved Employees. This rounding policy routinely failed to capture the entirety of the hours the Class Members and the Aggrieved Employees worked and was structured in a way that in favored underpayment. (See *See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907.) As a result, the Class Members and the Aggrieved Employees suffered periodic shortages in the hours for which they were compensated. This

uncompensated time violated California’s requirement that employees be compensated for all hours worked. As a result of this practice, the Class Members and the Aggrieved Employees were not compensated their minimum wages for all hours worked.

32. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

33. When employees, such as the Class Members, are not paid for all hours worked under Labor Code section 1194, they are entitled to recover minimum wages for the time which they received no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015) 154 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages under Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

34. Labor Code section 1197.1 authorizes employees who are paid less than the minimum wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among other damages, as follows:

- (1) “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid.”
- (2) “For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.” (Lab. Code, § 1197.1, subd. (a).)

35. As set forth above, Defendants failed to fully compensate the Class Members and the Aggrieved Employees for all minimum wages. Accordingly, the Class Members are entitled to recover liquidated damages for violations of Labor Code section 1197.1.

36. Based upon these same factual allegations, the Class Members are likewise entitled to penalties under Labor Code sections 1199.

B. OVERTIME VIOLATIONS

37. Labor Code section 510 requires employers to compensate employees who work more than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve hours in a day or more than eight hours on the seventh consecutive day of work. (Lab. Code, § 510, subd. (a).) These rules are also reflected in the Applicable Wage Order.

38. In accordance with Labor Code section 1194 and the Applicable Wage Order, the Class Members and the Aggrieved Employees could not then agree and cannot now agree to work for a lesser wage than the amount provided by Labor Code sections 510 or the Applicable Wage Order.

39. Here, Defendants violated their duty to accurately and completely compensate the Class Members and the Aggrieved Employees for all overtime worked at the regular rate of pay. The Class Members and the Aggrieved Employees periodically worked hours that entitled them to overtime compensation under the law but were not fully compensated for those hours.

40. These actions were and are in clear violation of California's overtime laws as set forth in Labor Code sections 510, 1194, 1199, and the Applicable Wage Order. (Cal. Code of Regs., tit. 8, § 11040.) As a result of Defendants' faulty policies and practices, the Class Members and the Aggrieved Employees were not compensated for all hours worked or paid accurate overtime compensation.

C. REST BREAK VIOLATIONS

41. Pursuant to Labor Code section 226.7 and the Applicable Wage Order, Defendants were and are required to provide the Class Members and the Aggrieved Employees with compensated, duty-free rest periods of not less than ten minutes for every major fraction of four hours worked. Under the Applicable Wage Order, an employer must authorize and permit all employees to take ten minute duty free rest periods for every major fraction of four hours worked. (Cal. Code of Regs., tit. 8, § 11040.)

42. Likewise, Labor Code section 226.7 provides that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission" (Lab. Code, §

226.7, subd. (b).) Labor Code section 226.7 also provides that employers must pay their employees one additional hour of pay at the employee’s regular rate for each workday that a “meal or rest or recovery period is not provided.” (Lab. Code, § 226.7, subd. (c).) The “regular rate” for these purposes must factor in all nondiscretionary payments for work performed by the employee, including non-discretionary bonuses, commissions, and other forms of wage payments exceeding the employees’ base hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.) Thus, the Wage Orders set when and for how long the rest period must take place and the Labor Code establishes that violations of the IWC Wage Orders are unlawful and sets forth the premium pay employer must pay their employees when employers fail to provide rest periods.

43. The California Supreme Court has held that, during required rest periods, “employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.) Relinquishing control over employees during rest periods requires that employees be “free to leave the employer’s premises” and be “permitted to attend to personal business.” (*Id.* at p. 275.) The *Brinker* Court explained in the context of rest breaks that employer liability attaches from adopting an unlawful policy:

“An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required—it has violated the wage order and is liable.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1033.)

44. Here, Defendants periodically did not permit the Class Members and the Aggrieved Employees to take compliant duty-free rest breaks, free from Defendants’ control as required by Labor Code section 226.7, the Applicable Wage Order, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269 [concluding that “during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.”].) At all relevant times, the Class Members and the Aggrieved Employees were periodically not provided with

legally-compliant and timely rest periods of at least ten minutes for each four hour work period, or major fraction thereof due to Defendants’ unlawful rest period policies/practices. The Class Members and the Aggrieved Employees were often expected and required to continue working through rest periods to meet the expectations Defendants and finish the workday. In some cases when the Class Members and the Aggrieved Employees worked more than ten hours in a shift, Defendants failed to authorize and/or permit a third mandated rest period. As a result, the Class Members and the Aggrieved Employees were periodically unable to take compliant rest periods.

45. In such cases where Defendants did not offer the Class Members and the Aggrieved Employees the opportunity to receive a compliant off-duty rest period, “the court may not conclude employees voluntarily chose to skip those breaks.” (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410 (2015) [“If an employer fails to provide legally compliant meal or rest breaks, the court may not conclude employees voluntarily chose to skip those breaks.”]; *Brinker Rest. Corp. v. Superior Court, supra*, 53 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break that was required by law but never authorized; if a break is not authorized, an employee has no opportunity to decline to take it.”].)

46. In addition to failing to authorize and permit compliant rest periods, the Class Members and the Aggrieved Employees were not compensated with one hour’s worth of pay at their regular rate of compensation when they were not provided with a compliant rest period in accordance with Labor Code section 226.7, subdivision (c). Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage Order.

47. Based on the foregoing, Plaintiff seeks to recover, on behalf of herself and other non-exempt employees, rest period premiums and penalties.

D. MEAL BREAK VIOLATIONS

48. Labor Code section 512 and the Applicable Wage Order require employers to provide employees with a thirty-minute uninterrupted and duty-free meal period within the first five hours of work. (Lab. Code, § 512, subd. (a) [“An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes”]; Cal. Code of Regs., tit. 8, § 11040 [“No employer shall employ any person for a work

1 period of more than five (5) hours without a meal period of not less than 30 minutes”].)

2 Additionally, an employee who works more than ten hours per day is entitled to receive a second thirty-

3 minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a) [“An employer shall not

4 employ an employee for a work period of more than 10 hours per day without providing the employee

5 with a second meal period of not less than 30 minutes”].)

6 49. “An on-duty meal period is permitted only when the nature of the work prevents an

7 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal

8 break.” (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement must

9 include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the California

10 Department of Industrial Relations, Division of Labor Standards Enforcement (“DLSE”) and courts

11 have “found that the nature of the work exception applies: (1) where the work has some particular

12 external force that requires the employee to be on duty at all times, and (2) where the employee is the

13 sole employee of a particular employer.” (*Id.* at p. 945, internal quotation marks omitted; *Abdullah v.*

14 *U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952, 958–959.) “[I]t is the employer’s obligation

15 to determine whether the nature of the work prevents an employee from being relieved before requiring

16 an employee to take an on-duty meal period.” (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at

17 p. 946.)

18 50. Here, the Class Members and the Aggrieved Employees were never asked to sign any

19 enforceable document agreeing to an on-duty meal period. Moreover, nothing in the nature of their

20 work involved the kind of “external force” that might justify on-duty meal breaks. (*Lubin v. The*

21 *Wackenhut Corp.*, *supra*, 5 Cal.App.5th at p. 945.) Nevertheless, Defendants periodically did not

22 provide compliant off-duty meal periods within the first five hours of work for the Class Members and

23 the Aggrieved Employees.

24 51. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*

25 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal period’s

26 duty-free nature its defining characteristic.”].) Relinquishing control over employees during meal

27 periods requires that employees be “free to leave the employer’s premises” and be “permitted to attend

28 to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2 Cal.5th at p. 275.) Under

1 Labor Code section 512, if an employer maintains a uniform policy that does not authorize and permit
 2 the amount of meal time called for under the law (as specified in the Labor Code and/or applicable
 3 IWC Wage Order), “it has violated the wage order and is liable.” (*Brinker Restaurant Corp. v. Superior*
 4 *Court, supra*, 53 Cal.4th at p. 1033.)

5 52. During the applicable statutory periods here, the Class Members and the Aggrieved
 6 Employees were periodically denied legally-compliant and timely off-duty meal periods of at least
 7 thirty minutes due to Defendants’ unlawful meal period policy and practices. As a result of Defendants’
 8 uniform meal period policies and practices, the Class Members and the Aggrieved Employees were
 9 often not permitted to take compliant first meal periods before the end of the fifth hour of work. The
 10 Class Members and the Aggrieved Employees were also periodically not permitted to take second meal
 11 periods for shifts in excess of ten hours. Defendants thus violated Labor Code section 512 and the
 12 Applicable Wage Order by failing to advise, authorize, or permit the Class Members and the Aggrieved
 13 Employees to receive thirty-minute, off-duty meal periods within the first five hours of their shifts.

14 53. Labor Code section 226.7 provides that “[a]n employer shall not require an employee
 15 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
 16 applicable regulation, standard, or order of the Industrial Welfare Commission.” (Lab. Code, § 226.7,
 17 subd. (b).) Labor Code section 226.7, subdivision (c), and the Applicable Wage Order further obligate
 18 employers to pay employees one additional hour of pay at the employee’s regular rate of compensation
 19 for each workday that the meal period is not provided. (Lab. Code, § 226.7, subd. (c); Cal. Code of
 20 Regs., tit. 8, § 11040 [“If an employer fails to provide an employee a meal period in accordance with
 21 the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
 22 employee’s regular rate of compensation for each workday that the meal period is not provided.”].)
 23 The “regular rate” for these purposes must factor in all nondiscretionary payments for work performed
 24 by the employee, including non-discretionary bonuses, commissions, and other forms of wage
 25 payments exceeding the employees’ base hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021)
 26 11 Cal.5th 858, 878.)

27 54. Accordingly, for each day that the Class Members and the Aggrieved Employees did
 28 not receive compliant meal periods, they were and are entitled to receive meal period premiums

pursuant to Labor Code section 226.7 and the Applicable Wage Order. Defendants, however, failed to pay the Class Members and the Aggrieved Employees applicable meal period premiums for many workdays that the employees did not receive a compliant meal period. Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage Order.

55. Based on the foregoing, Plaintiff seeks to recover, on behalf of herself and other non-exempt employees, meal period premiums and penalties.

E. UNTIMELY WAGES DURING EMPLOYMENT

56. Labor Code section 204 expressly requires employers who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages “not more than seven calendar days following the close of the payroll period.” Labor Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a penalty of:

“(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

“(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” (Lab. Code, § 210, subd. (a).)

57. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article” (Lab. Code, § 210, subd. (a).)

58. Due to Defendants’ failure to pay the Class Members and the Aggrieved Employees the wages described above, along with rest and meal break premiums, Defendants failed to timely pay the Class Members and the Aggrieved Employees within seven calendar days following the close of payroll in accordance with Labor Code section 204 on a regular and consistent basis. (See *Parson v. Golden State FC, LLC* (N.D. Cal., May 2, 2016, No. 16-CV-00405-JST) 2016 WL 1734010, at p. *3–5, 2016 U.S. Dist. LEXIS 58299 [finding that a failure to pay rest period premiums can support claims under Labor Code sections 203 and 204].)

F. UNTIMELY WAGES AT SEPARATION

59. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty” for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) As a result of Defendants’ failure to pay the Class Members and the Aggrieved Employees for the wages described above, along with rest and meal break premiums, vacation, and PTO, Defendants violated and continue to violate Labor Code section 203.

60. Due to Defendants’ faulty pay policies, those Class Members and Aggrieved Employees whose employment with Defendants concluded were not compensated for each and every hour worked at the appropriate rate. Defendants have failed to pay formerly-employed Class Members and Aggrieved Employees whose sums were certain at the time of termination within at least seventy-two hours of their resignation and have failed to pay those sums for thirty days thereafter.

G. WAGE STATEMENT VIOLATIONS

61. Defendants also failed to provide accurate itemized wage statements in accordance with Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) The gross wages earned;
- (2) The total hours worked by the employee;
- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;

(8) The name and address of the legal entity that is the employer; and

(9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

62. Due to Defendants' failure to pay the Class Members and the Aggrieved Employees properly as described above, the wage statements issued do not indicate the correct amount of gross wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

63. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and intentionally failed to provide the Class Members and the Aggrieved Employees with accurate itemized wage statements in violation of Labor Code section 226, subdivision (e). Defendants knew that they were not providing the Class Members and the Aggrieved Employees with wage statements required by California law but nevertheless failed to correct their unlawful practices and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the defendant knowingly and intentionally violated Labor Code section 226 because the "[d]efendant knew that it was not providing total hours worked to plaintiff or other employees paid on commission" even though it believed that employees paid solely on commission or commission and salary "are exempt and therefore we do not record hours on a wage statement."].)

H. RECORDKEEPING VIOLATIONS

64. Labor Code section 226, subdivision (a), requires employers to keep an accurate record of, among other things, all hours worked by employees. Labor Code section 226.3 provides, in pertinent part, as follows:

"Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records

1 required in subdivision (a) of Section 226. The civil penalties provided for in
2 this section are in addition to any other penalty provided by law.” (Lab. Code, §
3 226.3, emphasis added.)

4 65. Likewise, Labor Code section 1174, subdivision (d), requires every employer, including
5 Defendants, to:

6 “Keep, at a central location in the state or at the plants or establishments at which
7 employees are employed, payroll records showing the hours worked daily by
8 and the wages paid to, and the number of piece-rate units earned by and any
9 applicable piece rate paid to, employees employed at the respective plants or
10 establishments. These records shall be kept in accordance with rules established
11 for this purpose by the commission, but in any case shall be kept on file for not
12 less than three years. An employer shall not prohibit an employee from
13 maintaining a personal record of hours worked, or, if paid on a piece-rate basis,
14 piece-rate units earned.” (Lab. Code, § 1174, subd. (d), emphasis added.)

15 66. As explained in detail above, Defendants failed to provide the Class Members and the
16 Aggrieved Employees with accurate itemized wage statements. Defendants did so, in part, because they
17 failed to accurately track hours worked by the Class Members and the Aggrieved Employees.
18 Defendants have thus failed to keep accurate records of the “total hours worked by the employee[s]”
19 in violation of Labor Code section 226, subdivision (a), and are therefore subject to the penalties
20 provided by Labor Code section 226.3. These penalties are “in addition to any other penalty provided
21 by law.” (Lab. Code, § 226.3.)

22 67. The failure to accurately track hours worked also resulted in a failure of Defendants to
23 keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees,
24 including Plaintiff and the other Class Members, in violation of Labor Code section 1174, subdivision
25 (d).

26 **V. CLASS ACTION ALLEGATIONS**

27 68. As mentioned above, Plaintiff brings this action on behalf of herself and the Class
28 Members pursuant to section 382 of the Code of Civil Procedure.

69. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiff at this time; however, it is estimated that the number of Class Members is greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

70. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class Members for all hours worked, including all minimum wages;

B. Whether Defendants' pay policies/practices resulted in a failure to pay the Class Members for all required overtime wages at the Class Members' regular rate of pay;

C. Whether Defendants' rest period policies and practices afforded legally compliant rest periods or compensation in lieu thereof;

D. Whether Defendants' meal period policies and practices afforded legally compliant meal periods or compensation in lieu thereof;

E. Whether Defendants maintained accurate employment records;

F. Whether Defendants timely paid all wages during employment;

G. Whether Defendants timely paid all wages earned and unpaid at separation;

H. Whether Defendants furnished legally-compliant wage statements to the Class Members pursuant to Labor Code section 226; and

I. Whether Defendants' violations of the Labor Code and the Applicable Wage Order amounted to a violation of California's UCL.

71. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual Class Members. The common questions of law set forth above are numerous and substantial and stem from Defendants' uniform policies and practices applicable to each individual class member, such as Defendants' uniform policy and practice of failing

1 to pay for all hours worked, Defendants' uniform policies and practices which failed to provide
 2 compliant rest periods, Defendants' uniform policies and practices which failed to provide compliant
 3 meal periods, Defendants' failure to provide accurate itemized wage statements, and others. As such,
 4 the common questions predominate over individual questions concerning each individual class
 5 member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

6 72. **Typicality:** The claims of Plaintiff are typical of the claims of the Class Members
 7 because Plaintiff was employed by Defendants as a non-exempt employee in California during the
 8 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein,
 9 Plaintiff, like the other Class Members, was deprived of minimum, regular, and overtime wages
 10 because of Defendants' unlawful timekeeping policies and practices, was deprived of rest periods and
 11 premium wages in lieu thereof, was deprived of meal periods and premium wages in lieu thereof, was
 12 subject to Defendants' uniform rest period policies and practices, was subject to Defendants' uniform
 13 meal period policies and practices, was not provided accurate itemized wage statements, was not paid
 14 all wages in full and on time, , and was subject to other similar policies and practices to which the Class
 15 Members were subject.

16 73. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
 17 represent fairly and adequately the interests of the Class Members. Moreover, Plaintiff's attorneys are
 18 ready, willing, and able to fully and adequately represent the Class Members and Plaintiff. Plaintiff's
 19 attorneys have prosecuted numerous wage-and-hour class actions in state and federal court in the past
 20 and are committed to vigorously prosecuting this action on behalf of the Class Members.

21 74. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
 22 important public interest in establishing minimum working conditions and standards in California.
 23 These laws and labor standards protect the average working employee from exploitation by employers
 24 who have the responsibility to follow the laws and who may seek to take advantage of superior
 25 economic and bargaining power in setting onerous terms and conditions of employment. The nature of
 26 this action and the format of laws available to Plaintiff and the Class Members make the class action
 27 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
 28 employee were required to file an individual lawsuit, Defendants would necessarily gain an

1 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
2 each individual plaintiff with their vastly superior financial and legal resources.

3 75. Moreover, requiring each Class Member to pursue an individual remedy would also
4 discourage the assertion of lawful claims by employees who would be disinclined to file an action
5 against their former or current employer for real and justifiable fear of retaliation and permanent
6 damages to their careers at subsequent employment. Further, the prosecution of separate actions by the
7 individual Class Members, even if possible, would create a substantial risk of inconsistent or varying
8 verdicts or adjudications with respect to the individual Class Members against Defendants herein, and
9 which would establish potentially incompatible standards of conduct for Defendants or legal
10 determinations with respect to individual Class Members which would, as a practical matter, be
11 dispositive of the interest of the other Class Members not parties to adjudications or which would
12 substantially impair or impede the ability of the Class Members to protect their interests.

13 76. Further, the claims of the individual Class Members are not sufficiently large to warrant
14 vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As
15 such, the Class Members identified above are maintainable as a class under section 382 of the Code of
16 Civil Procedure.

17 **VI. EXHAUSTION OF REMEDIES**

18 77. Plaintiff has fully and completely exhausted administrative remedies under PAGA prior
19 to proceeding with the PAGA claims stated in this complaint. Plaintiff filed a PAGA notice online with
20 the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants
21 setting forth the facts and theories of the violations alleged against Defendants, as prescribed by PAGA.
22 (Lab. Code, §§ 2698–2699.6.)

23 78. As required by PAGA, Plaintiff submitted the \$75.00 filing fee with the LWDA by
24 regular mail. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), no notice was received by
25 Plaintiff from the LWDA evidencing its intention to investigate within sixty-five calendar days of the
26 postmark date of the PAGA notice. Plaintiff is therefore entitled to commence and proceed with a civil
27 action pursuant to Labor Code section 2699.
28

VII. CAUSES OF ACTION

First Cause of Action

Failure to Pay All Minimum Wages

(Against All Defendants)

79. Plaintiff realleges and incorporates by reference all previous paragraphs.

80. Section 4 of the Applicable Wage Order and Labor Code section 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab. Code, § 1197; Cal. Code of Regs., tit. 8, § 11040.) Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

81. Here, Defendants failed to fully conform their pay practices to the requirements of the law during the relevant statutory periods. Plaintiff and the other Class Members were not compensated for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and the Applicable Wage Order.

82. Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

83. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the other Class Members have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief because of Defendants' violations of the Labor Code and Applicable Wage Order.

84. Defendants' practices and policies regarding illegal employee compensation are unlawful and create an entitlement to recovery by Plaintiff and the other Class Members in a civil

1 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
2 statutory penalties, attorneys' fees, and costs of suit according to Labor Code sections 204, 218.5, 1194,
3 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

4 **Second Cause of Action**

5 *Failure to Pay All Overtime Wages*

6 *(Against All Defendants)*

7 85. Plaintiff realleges and incorporates by reference all previous paragraphs.

8 86. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194, and
9 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
10 worked and provide a private right of action for the failure to pay all overtime compensation for
11 overtime work performed. At all times relevant herein, Defendants were required to properly pay
12 Plaintiff and the other Class Members for all overtime wages earned pursuant to Labor Code section
13 1194 and the Applicable Wage Order. Defendants caused Plaintiff and the other Class Members to
14 work overtime hours but did not compensate them at one and one-half times their regular rate of pay
15 for such hours in accordance with California law. Likewise, Defendants caused Plaintiff and the other
16 Class Members to work double-time hours but did not compensate them at twice their regular rate of
17 pay for such hours in accordance with California law.

18 87. Defendants failed to fully conform their pay practices to the requirements of California
19 law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful pay
20 policies and practices of failing to accurately record all the time that non-exempt employees were under
21 the supervision and control of Defendants. The foregoing policies and practices are unlawful and allow
22 Plaintiff and the other Class Members to recover in a civil action the unpaid amount of overtime
23 premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit
24 according to Labor Code section 204, 510, 1194, and 1198, the Applicable Wage Order, and Code of
25 Civil Procedure section 1021.5.

Third Cause of Action

Failure to Provide Rest Periods and Pay Missed Rest Period Premiums

(Against All Defendants)

88. Plaintiff realleges and incorporates by reference all previous paragraphs.

89. Section 12 of the Applicable Wage Order, and Labor Code section 226.7 establish the right of employees to be provided with a rest period of at least ten minutes for each four hour period worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, § 11040.)

90. Due to Defendants' unlawful rest period policies and practices described in detail above, Defendants did not authorize and permit Plaintiff and the other Class Members to take all rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

91. The foregoing violations create an entitlement to recovery by Plaintiff and the other Class Members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Order, and California Labor Code section 226.7.

Fourth Cause of Action

Failure to Provide Meal Periods and Pay Missed Meal Period Premiums

(Against All Defendants)

92. Plaintiff realleges and incorporates by reference all previous paragraphs.

93. Plaintiff is informed and believes and thereon alleges, that Defendants failed in their affirmative obligation to provide their hourly non-exempt employees, including Plaintiff and the other Class Members, with all required meal periods in accordance with the mandates of the Labor Code and the Applicable Wage Order, for the reasons set forth herein above. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

94. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Order and Labor Code sections 226.7 and 512, and Civil Code sections 3287, subdivision (b), and 3289. (See Cal. Code of Regs., tit. 8, § 11040.)

Fifth Cause of Action

Failure to Maintain Accurate Employment Records

(Against All Defendants)

95. Plaintiff realleges and incorporates by reference all previous paragraphs.

96. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records must be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

97. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records.

98. Defendant has intentionally and willfully failed to keep accurate and complete records showing the hours worked daily and wages paid to Plaintiff and the other Class Members. Thus, Plaintiff and the other Class Members have been denied their legal right and protected interest in having available at a central location at the plant or establishment where they are employed, accurate and complete payroll records showing the hours worked daily by, and the wages paid to, employees at those respective locations pursuant to Labor Code 1174.

Sixth Cause of Action

Failure to Pay Wages Timely during Employment

(Against All Defendants)

99. Plaintiff realleges and incorporates by reference all previous paragraphs.

100. Labor Code section 200 provides that "wages" include all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, pieces, commission basis, or other method of calculation. Labor Code section 204 states that all

wages earned by any person in any employment are payable twice during the calendar month and must be paid not more than seven days following the close of the period when the wages were earned. Labor Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a penalty of \$100 for any initial failure to timely pay each employee's full wages and \$200 for each subsequent violation, plus 25% of the amount unlawfully withheld.

101. Labor Code section 216 establishes that it is a misdemeanor for any person, with regards to wages due, to "falsely deny the amount or validity thereof, or that the same is due, with intent to secure himself, his employer or other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due."

102. Defendants as a matter of established company policy and procedure in the State of California, scheduled, required, suffered, and/or permitted Plaintiff and the other Class Members, to work without full compensation, to work without legally-compliant off-duty meal periods, to work without legally-compliant off-duty rest periods, and thereby failed to fully pay Plaintiff and the other Class Members within seven days of the close of payroll, as required by law.

103. Defendants, as a matter of established company policy and procedure in the State of California, falsely deny they owe Plaintiff and the other Class Members these wages, with the intent of securing for itself a discount upon its indebtedness and/or to annoy, harass, oppress, hinder, delay, and/or defraud Plaintiff and the other Class Members.

104. Defendants' pattern, practice, and uniform administration of its corporate policy of illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiff and the other Class Members to recover, pursuant to Labor Code section 218, the unpaid balance of the compensation owed to them in a civil action and any applicable penalties, attorney fees, and interest owed to them pursuant to Labor Code sections 210 and 218.5.

Seventh Cause of Action

Failure to Pay All Wages Earned and Unpaid at Separation

(Against All Defendants)

105. Plaintiff realleges and incorporates by reference all previous paragraphs.

106. The actionable period for this cause of action is three years prior to the filing of this complaint through the present, and ongoing until the violations are corrected or the class is certified. (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code sections 201 and 202 of the California Labor Code require Defendants to pay all compensation due and owing to its former employees (including the formerly-employed Class Members) during the actionable period for this cause of action at or around the time that their employment is or was terminated, or ended.

107. Section 203 of the Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty workdays.

108. Due to Defendants' faulty pay policies, those Class Members whose employment with Defendants has concluded were not compensated for each and every hour worked at the appropriate rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums were certain at the time of termination within seventy-two hours of their resignation and have failed to pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

109. As a result, Defendants are liable to the formerly-employed Class Members for waiting time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties].)

Eighth Cause of Action

Failure to Furnish Accurate Itemized Wage Statements

(Against All Defendants)

110. Plaintiff realleges and incorporates by reference all previous paragraphs.

111. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) The gross wages earned;
- (2) The total hours worked by the employee;

- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

112. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiff and the other Class Members that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiff and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226, subdivision (a).

113. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

114. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiff and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and reasonable attorneys' fees.

Ninth Cause of Action

Violations of California's Unfair Competition Law

(Against All Defendants)

115. Plaintiff realleges and incorporates by reference all previous paragraphs.

116. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code section 17200 through 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of compensation to which they are legally entitled. These practices constitute unfair and unlawful competition and provide an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

117. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct alleged herein, Plaintiff for herself and on behalf of the Class Members, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and 17208.

118. The acts complained of herein occurred within the four years prior to the initiation of this action and are continuing into the present and ongoing.

119. Plaintiff was compelled to retain the services of counsel to file this Court action to protect her interests and those of the Class Members, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff is entitled to recover under Code of Civil Procedure section 1021.5.

Tenth Cause of Action

Penalties Pursuant to PAGA for Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and Other Provisions of the Labor Code (Against All Defendants)

120. Plaintiff realleges and incorporates by reference all previous paragraphs and the notice to LWDA attached hereto as **Exhibits A-B**.

121. Based on the above allegations incorporated by reference, Defendants violated Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245, 246, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and others that may be applicable; and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11040), and others that may be applicable.

122. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code sections 2698 through 2699.6 because of Defendants' violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245, 246, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and others that may be applicable; and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11040), and others that may be applicable.

123. Under Labor Code section 2699, subdivision (f)(2), and 2699.5, for each such violation, Plaintiff and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

A. \$100 for the initial violation per employee per pay period; and

B. \$200 for each subsequent violation per employee per pay period.

124. These penalties must be allocated seventy-five percent to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780–781 [citing with approval *Stoddart v. Express Services, Inc.* (E.D. Cal., Sept. 16, 2015, No. 2:12-CV-01054-KJM) 2015 WL 5522142, at *9, for the proposition that plaintiff could pursue separate claims for penalties under Labor Code section 226, subdivision (e), and penalties for Labor Code section 226, subdivision (a), violations]; see also

1 *Hernandez v. Towne Park, Ltd.* (C.D. Cal., June 22, 2012, No. CV 12-02972 MMM JCGX) 2012 WL
 2 2373372, at *17 fn. 70 [noting that federal courts applying California law have found that “PAGA
 3 penalties can be stacked, i.e., multiple PAGA penalties can be assessed for the same pay period for
 4 different Labor Code violations.”], internal quotation marks omitted).

5 125. In addition, to the extent permitted by law, Defendants failed to provide Plaintiff and all
 6 Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code section
 7 226, subdivision (a). Plaintiff seeks separate PAGA penalties for Defendants’ violations of Labor Code
 8 section 226, subdivisions (a) and (e). (*Lopez v. Friant & Associates, LLC, supra*, 15 Cal.App.5th at pp.
 9 780, 788.)

10 126. For violations of Labor Code section 226, subdivision (a), Plaintiff seeks the default
 11 penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that “[a]ny
 12 employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount
 13 of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand
 14 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
 15 to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of
 16 Section 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiff and the
 17 Aggrieved Employees are entitled to recover penalties for violations of Labor Code section 226.3 and
 18 seeks default PAGA penalties for each of Defendants’ numerous violations of Labor Code section 226,
 19 subdivision (e).

20 127. Labor Code section 210 provides that “in addition to, an entirely independent and apart
 21 from, any other penalty provided in this article, every person who fails to pay the wages of each
 22 employee as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any
 23 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
 24 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure
 25 to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty
 26 compensation policies and practices, Plaintiff and the Aggrieved Employees are also entitled to recover
 27 penalties under Labor Code section 210 through PAGA.
 28

128. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and liquidated damages, in the amount of: (1) one hundred dollars (\$100) for any initial violation that is intentionally committed for each underpaid employee for each pay period for which the employee is underpaid, and (2) two hundred fifty dollars (\$250) for each subsequent violation for the same specific offense for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and the Aggrieved Employees are entitled to recover pursuant to Labor Code section 1197.1.

129. Plaintiff was compelled to retain the services of counsel to file this action to protect her interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which Plaintiff is also entitled to recover under Labor Code section 2699, subdivision (g)(1).

VIII. DEMAND FOR JURY TRIAL

130. Plaintiff hereby demands trial by jury of Plaintiff's and the Class Members' claims against Defendants.

IX. PRAYER FOR RELIEF

Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed class;
2. For an order appointing Plaintiff as representative of the class;
3. For an order appointing Plaintiff's counsel as counsel for the class;
4. For the failure to pay all minimum wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 1194, 1194.2, 1197, and others as may be applicable;
5. For the failure to pay all overtime wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 204, 510, 1194, 1198, and others as may be applicable;

- 1 **6.** For the failure to provide rest periods and pay missed rest period premiums,
2 compensatory, consequential, general, and special damages according to proof pursuant
3 to Labor Code section 226.7;
- 4 **7.** For the failure to provide meal periods and pay missed meal period premiums,
5 compensatory, consequential, general, and special damages according to proof pursuant
6 to Labor Code sections 226.7 and 512;
- 7 **8.** For the failure to maintain accurate employment records, penalties pursuant to Labor
8 Code sections 226.3, 1174.5, and others that may be applicable;
- 9 **9.** For the failure to pay wages timely during employment, the unpaid balance of the
10 compensation owed to Plaintiff and the other Class Members and any applicable
11 penalties owed to them pursuant to Labor Code section 210;
- 12 **10.** For the failure to pay all wages earned and unpaid at separation, statutory waiting time
13 penalties pursuant to Labor Code sections 201 through 203, for the Class Members who
14 quit or were fired in an amount equal to their daily wage multiplied by thirty days, as
15 may be proven;
- 16 **11.** For the violations of California's Unfair Competition Law, restitution to Plaintiff and
17 the other Class Members of all money and/or property unlawfully acquired by
18 Defendants by means of any acts or practices declared by this Court to be in violation
19 of Business and Professions Code sections 17200 through 17210;
- 20 **12.** For the claim of penalties pursuant to PAGA and other provisions of the California
21 Labor Code, a civil penalty in the amount of \$100 for the initial violation and \$200 for
22 each subsequent violation as specified in Labor Code section 2699, subdivision (f)(2),
23 in the representative action brought on behalf of Plaintiff and the Aggrieved Employees
24 pursuant the Labor Code Private Attorneys General Act of 2004, and for civil penalties
25 available under Labor Code section 210;
- 26 **13.** Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6
27 and Civil Code sections 3287 and 3289;
28

1 **14.** On all causes of action for which attorneys' fees may be available, for attorneys' fees
2 and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure
3 section 1021.5, and others as may be applicable;

4 **15.** For an order enjoining Defendants, and each of them, and their agents, servants, and
5 employees, and all persons acting under, in concert with, or for them, from acting in
6 derogation of any rights or duties adumbrated in this complaint; and

7 **16.** For such other and further relief, this Court may deem just and proper.

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9 Dated: July 31, 2026

MELMED LAW GROUP P.C.

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11 **TRISHITA DORDI**

12 Attorneys for Plaintiff, the Putative Class, and the
13 Aggrieved Employees
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