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14 Attorneys for PLAINTIFF  
15 ALMA R. CASTELLANOS, on behalf of herself  
16 and others similarly situated.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

19 ALMA R. CASTELLANOS, on behalf of herself  
20 and others similarly situated.

21 PLAINTIFF,

22 vs.

23 CONTINENTAL CURRENCY SERVICES,  
24 INC., a corporation and DOES 1 to 100,  
25 Inclusive.

26 DEFENDANTS.

**CONFORMED COPY**  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

FEB 21 2017

Sherri R. Carter, Executive Officer/Clerk

By ~~REGINALD W. CARTER~~, Deputy

Case No.: BC567362

*[Assigned for all purposes to Hon. John Shepard Wiley, Jr., Dept. 311]*

**CLASS ACTION**

**DECLARATION OF JOSEPH LAVI IN  
SUPPORT OF PLAINTIFF ALMA R.  
CASTELLANOS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

*[Filed concurrently with Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities; and [Proposed] Order]*

Hearing Information:

Date: March 17, 2017

Time: 10:00 a.m.

Dept.: 311

1 **DECLARATION OF JOSEPH LAVI**

2 I, Joseph Lavi, declare:

3 1. I am an attorney licensed to practice law in the state of California and have been  
4 admitted to practice before this Court. I am a partner with the law firm Lavi & Ebrahimian, LLP,  
5 and am counsel for Plaintiff Alma R. Castellanos (“Plaintiff”) in this action. I have personal  
6 knowledge of the matters stated herein and if called and sworn as a witness, I would and could  
7 competently testify under oath thereto. I am a member in good standing of the bar of the State of  
8 California, the U.S. District Courts in California, 9<sup>th</sup> Circuit Court of Appeals and U.S. Supreme  
9 Court.

10 2. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary  
11 Approval of the Class Action Settlement.

12 **CLASS COUNSEL’S INVESTIGATION:**

13 3. The named Plaintiff worked as a non-exempt employee for Defendant. Plaintiff  
14 seeks to represent 1,200 current and former non-exempt employees from July 18, 2012 to the date of  
15 preliminary approval.

16 4. This is a proposed employee wage and hour class action case. On December 19,  
17 2014, *Castellanos v. Continental Currency Services, Inc.* was filed as Case Number BC567362 in  
18 Los Angeles County Superior Court as a putative wage and hour class action. The Complaint  
19 alleged claims for: (1) Failure to Provide Meal Periods or Pay Meal Period Premium Wages, in  
20 Violation of Labor Code sections 512 and 226.7; (2) Failure to Provide Rest Periods or Pay Rest  
21 Period Premium Wages, in Violation of Labor Code section 226.7; (3) Failure to Pay Overtime  
22 Wages for Daily Overtime and All Time Worked, in Violation of Labor Code sections 510, 1194,  
23 and 1198; (4) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor  
24 Code section 226; (5) Failure to Timely Pay Wages Due at the Time of Separation of Employment  
25 in Violation of Labor Code sections 201, 202, and 203; and (6) Violation of Business and  
26 Professions Code section 17200, *et seq.* On February 17, 2015, Plaintiff filed a First Amended  
27 Complaint (“FAC”) as a matter of right adding a seventh claim for Civil Penalties Pursuant to the  
28 Private Attorneys General Act of 2004 (“PAGA”). By way of the Stipulation, the Parties have

1 agreed to the filing of a Second Amended Complaint, which limits Plaintiff's meal, rest, and  
2 overtime claims to July 28, 2012 through the date notice is mailed to a certified class and limits  
3 Plaintiff's waiting time penalties claim to December 19, 2013 through the date notice is mailed to a  
4 certified class. The proposed Second Amended Complaint is attached as Exhibit C to the  
5 Stipulation of Settlement and Release, *infra*. On January 19, 2016, the named Plaintiff passed away.  
6 On June 21, 2016, the Court ruled that Plaintiff's estate had standing to pursue this action.

7 5. On October 21, 2016, the Parties participated in a full-day mediation session with the  
8 Hon. Carl J. West (Ret.), a highly experienced and well-regarded class action mediator and retired  
9 civil complex judge. As a critical part of settlement negotiations, the Parties engaged in extensive  
10 informal discovery exchange which included putative class members' punch data over the course of  
11 4,504.4 sample workweeks as well as information regarding number of current and former  
12 employees; number of workweeks; number of pay periods; average date of pay; and Plaintiff's  
13 expert witnesses' and counsel's analysis of both the aforementioned sample data as and Defendant's  
14 relevant employee handbooks.

15 **THE SETTLEMENT IS FAIR, JUST AND REASONABLE:**

16 6. Using information from Plaintiff, information informally produced by Defendant,  
17 review of the applicable bonus pay policies, multiple discussions, calls, and emails with the  
18 Defendant's counsel, the disputed factual and legal issues involved in this case, the risks attending  
19 further prosecution, including risks related to a contested motion for class certification, and the  
20 substantial benefits to be received pursuant to a compromise and settlement of the case as set forth  
21 in the Agreement, settlement on the terms agreed to are in the best interest of Plaintiff and the  
22 settlement class.

23 7. However, Plaintiff (referring to her husband as the representative of her estate)  
24 believes that his case is suitable for class certification in that he believes there were company-wide  
25 policies that affected Defendant's employees which could be established using representative  
26 testimony from class members, as well as the practices and procedures brought forth in informal  
27 discovery. While Plaintiff asserts that this is a case for certification, Plaintiff also realizes that there  
28

1 is always a significant risk associated with class certification and Defendant's compelling defenses  
2 to this case discussed more fully below.

3 8. The Settlement was reached as a result of arm's-length negotiations facilitated by a  
4 highly regarded and experienced wage and hour mediator and retired civil complex judge, Hon. Carl  
5 J. West (Ret.), and analysis by Plaintiff's expert witness and counsel. The Settlement negotiations  
6 have been, at all times, adversarial and non-collusive in nature. Indeed, following October 21, 2016  
7 mediation, continued good faith but occasionally contentious negotiations were required to  
8 ultimately reach an agreement. While Plaintiff believes in the merits of his case, he also recognizes  
9 the inherent risks of litigation and understands the benefit of the Class receiving settlement funds  
10 immediately as opposed to risking an unfavorable decision on class certification, summary  
11 judgment, at trial and/or the damages awarded, and/or on an appeal that can take several more years  
12 to litigate.

13 9. Based on the information informally produced by Defendant, from July 28, 2012 to  
14 October 21, 2016 mediation date, Defendant employed approximately 1,200 current and former  
15 non-exempt employees (550 current employees and 650 former employees) over the course of  
16 approximately 101,622 workweeks with an average rate of pay for \$16.00/hour. In informal  
17 discovery, Defendant produced 4,504.4 workweeks of sample data. According Plaintiff's expert  
18 witness' analysis the sample data, Class Members missed 2,523 meal periods; Defendant  
19 provided Class Members 5,548 late meal breaks that occurred after the fifth hour of work; and  
20 worked 1,684 shifts greater than 10 hours.

21 10. With regard to the meal period claim, Plaintiff argued that the on-duty meal  
22 periods obtained by Defendant were invalid because the nature of the work that Class Members  
23 were performing did not prevent Class Members from being relieved of all duty. Moreover,  
24 Plaintiff argued, the meal period waivers that Defendant obtained were also invalid because the  
25 average number of hours that Class Members worked each work day was 7.3 and meal period  
26 waivers are only valid if Class Members worked 6 hours or less. Therefore, based on Plaintiff's  
27 expert's analysis of the sample data and assuming that there were *no* valid on duty meal period  
28 agreements or meal period waivers, then the *maximum* that Plaintiff could recover for the meal

1 period claim amounted to **\$2,913,308** [(2,523 missed meal periods X 22.56 to extrapolate from  
2 sample to class workweeks X \$16.00/hour average rate of pay = \$910,702) + (5,548 late meal  
3 periods X 22.56 to extrapolate from sample to class workweeks X \$16.00/hour average rate of  
4 pay = \$2,002,606) = \$2,913,308]

5 11. With regard to the rest period claim, Plaintiff argued that each and every shift  
6 Class Members worked exceeding 10 hours necessarily translated to a rest period violation  
7 because Defendant's rest period policy only provided for rest periods for every four hours worked  
8 and failed to inform that Class Members that they were entitled rest periods for every four hours  
9 worked or "major fraction thereof." Therefore, based on Plaintiff's expert's analysis of the  
10 sample data, the maximum that Plaintiff could recover the rest period claim amounted to  
11 **\$607,856** [1,684 shifts greater than 10 hours in length X 22.56 to extrapolate from sample to class  
12 workweeks X \$16.00/hour average rate of pay = \$607,856].

13 12. As such, the maximum amount of wages Defendant owed Class Members for the  
14 claims alleged in this case amounted to \$3,521,164 exclusive of penalties for inaccurate wage  
15 statements, waiting time, and PAGA. The settlement reached in this matter of \$694,500 equals  
16 approximately 20% of the of the maximum amount of wages Defendant owed in this case.

17 13. With regard to the claim for failure to provide complete and accurate wage  
18 statements, Plaintiff argued that if it prevailed on its meal and/or rest period claims, then it would  
19 necessarily expose Defendant to penalties for this claim because premium wages for missed meal  
20 and/or rest periods were not identified on Class Members' wage statements. The maximum  
21 exposure for Plaintiff's wage statement claim amounted to **\$2,200,000** [550 current employees X  
22 \$4,000 maximum penalty = \$2,200,000].

23 14. Finally, with regard to Plaintiff's failure to pay all wages due and owing upon  
24 separation of employment claim, Plaintiff reasoned that given Defendant's arguments that it  
25 obtained a substantial number of on duty meal period agreements, meal period waivers, and,  
26 despite the plan language of its rest period policy, it authorized or permitted all legally-required  
27 rest periods, Plaintiff would not likely be able to establish the *willful* element of its Labor Code  
28 203 claim. Nevertheless, assuming that Plaintiff could satisfy the *willful* element of this claim,

1 then the maximum that could be recovered amounted to **\$2,496,000** [650 former employees X 8  
2 hour per work day X \$16.00 average rate of pay X 30 days waiting time = \$2,496,000].

3 15. As mentioned above, however, Defendant presented compelling arguments in  
4 defense of Plaintiff's claims and presented substantial obstacles to class certification. Defendant  
5 first argued that due to a prior class action settlement involving the same claims, the liability period  
6 in this case was limited to July 28, 2012 to the present. Second, with regard to Plaintiff's claim for  
7 missed and/or late meal periods, Defendant's argument in defense of this claim was two-fold: 1) that  
8 the nature of Defendant's operation prevented Class Members from being relieved of all duties  
9 during meal periods and that the majority of Class Members signed on-duty meal agreements and  
10 were compensated for that time; and 2) that Defendant routinely employed Class Members for shifts  
11 less than six hours in length and had obtained valid meal period waivers from Class Members  
12 whose shifts were less than six hours. Thus, Defendant argued, not only was Plaintiff's claim weak,  
13 but any analysis of Class Members' meal periods claims would require an individualized inquiry  
14 not appropriate for certification. Third, with regard to Plaintiff's rest period claim, Defendant  
15 argued that it complied with its legal duty to make available duty free rest periods of ten minutes for  
16 each four hours of work or major fraction thereof. Further, Defendant argued, to the extent that  
17 putative class members did not take their rest periods or took a rest period less than 10 minutes it  
18 was at their own election and not the result of some unlawful policy of Defendant. Thus, Defendant  
19 argued, Plaintiff's derivative claim for failure to provide complete and accurate wage statements  
20 would fail because there were no meal or rest period premium wages due and owing. Based on the  
21 foregoing, and considering the on-duty meal period agreements and meal period waivers obtained  
22 from Class Members, Defendant contended, that at the time wages were paid out upon separation of  
23 employment, Defendant believed, in good faith, that it was properly paying all wages to separating  
24 employees. In other words, Defendant concluded, Plaintiff would not be able to establish the willful  
25 element of its Labor Code section 203 claim. For these reasons, Defendant concluded, Plaintiff  
26 would not likely prevail on its claims.

27 16. This is a fair and reasonable result. Other substantial benefits also include that it is  
28 a non-reversionary, non-claims made settlement, which distributes the NFV to Class Members,

1 without the submission of a claim form, based on a formula that is calculated by dividing by the  
2 total aggregate Hours Worked of the Class Members and divided in proportionate shares based on  
3 the number of Hours Worked for the individual Class Members as reflected in Defendant's records,  
4 for Class Members that do not timely opt-out. In addition, if any Settlement Class Member fails to  
5 cash his or her award check within one hundred and eighty (180) calendar days of distribution, the  
6 funds associated with any checks that are not timely negotiated will escheat to the State.  
7 (Stipulation, p. 16:10-12.) This will allow additional time for Class Members to claim the funds  
8 from their uncashed checks. (*See* Code Civ. Proc. § 1430 [property escheated to the state for five  
9 years without being claimed "permanently escheats" to the state].)

10 **EXPERIENCE OF CLASS COUNSEL:**

11 17. I am experienced and qualified to evaluate the Class claims and to evaluate  
12 settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. I have  
13 been practicing law for more than 14 years. I, and the other members of my firm, have almost  
14 exclusively practiced in the area of labor and employment law. I have handled numerous cases in all  
15 aspects of employment and labor law, including state and federal class actions, wrongful  
16 termination, discrimination, harassment and retaliation cases. I have tried both labor and  
17 employment cases in State and Federal court, and have argued before various Court of Appeals, on  
18 employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class  
19 action cases as well as other employment issues. I have also been a panelist and/or speaker for  
20 various Employment Law Continuing Legal Education Panels on issues of employment law trials,  
21 how to proceed and conduct trials as well as proving and winning punitive damages. I have also  
22 been named a Southern California Super Lawyer in the area of Plaintiff's employment litigation-  
23 class action from 2011-2017. I have settled numerous wage and hour class actions and I am  
24 currently Plaintiff's counsel in numerous others. Some of the class actions that I have handled  
25 against employers on wage and hour issues and have been approved as class counsel consisted of  
26 Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00;  
27 Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for  
28 \$1,575,000.00; BP West Cost Products, which settled for \$4,000,000.00; Kaiser Permanente which

1 settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado  
2 Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead  
3 counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which  
4 settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for  
5 \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United  
6 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. There are  
7 numerous other class actions that I have settled as well as pending ones. I have been approved as  
8 class counsel by both federal and state Courts. I and the other attorneys at Lavi & Ebrahimian who  
9 are available to assist me in this case if needed are fully capable of adequately and fairly  
10 representing Plaintiff and the proposed class in this matter. Lavi & Ebrahimian, LLP, and I have  
11 been appointed Class Counsel in over fifty contested proceedings including the following:

12 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court  
13 Case No. BC343535;

14 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.  
15 BC369846;

16 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central  
17 District of California, Case No. CV-07-3678-ABC;

18 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los  
19 Angeles Superior Court Case No. BC380996;

20 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior  
21 Court Case No. BC383266;

22 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior  
23 Court Case No. RG 0265835;

24 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.  
25 05CECG02189;

26 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,  
27 Central District of California, Case No. CV08-06691 SVW (PLA)

28 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court



- 1 Case No. BC342588;
- 2 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
- 3 BC374816;
- 4 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
- 5 BC378990;
- 6 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
- 7 District of California, Case No. CV07-3237-DDP (PLAX);
- 8 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
- 9 BC410322;
- 10 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
- 11 No. BC412315;
- 12 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
- 13 BC397208;
- 14 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
- 15 BC399431;
- 16 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
- 17 37-2009-00103626-CU-OE-CTL;
- 18 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
- 19 BC451148;
- 20 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
- 21 Central District of California, Case No. CV 10-8916 DDP (CWx);
- 22 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
- 23 Superior Court Case No. BC432406;
- 24 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
- 25 District of California, Case No CV-10-02315-JEM;
- 26 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
- 27 Court Case No. BC462603;
- 28 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior

- 1 Court Case No. BC452570;
- 2 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
- 3 00366952-CU-OE-VTA;
- 4 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
- 5 No. BC421009;
- 6 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
- 7 1341987;
- 8 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
- 9 Case No. BC425708
- 10 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
- 11 No. BC436879;
- 12 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
- 13 RIC10020183;
- 14 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
- 15 BC411849;
- 16 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
- 17 BC411134;
- 18 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
- 19 Court Case No. 30-2011-0044011-CU-OE-CXC;
- 20 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
- 21 District of California, Case No. CV 10-0415 ODW (FMOx)
- 22 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
- 23 BC443792;
- 24 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
- 25 BC451489;
- 26 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
- 27 Case No. CV 10-0968-PSG-FMOX;
- 28 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case

1 No. BC425799;

2 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior  
3 Court Case No. BC446744;

4 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.  
5 BC456420;

6 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District  
7 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

8 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.  
9 BC436793;

10 ll. *Santos v. Noble Management Group-California, LLC*, United States District  
11 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

12 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior  
13 Court Case No. 30-2011-00473505;

14 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court  
15 Case No. BC436235;

16 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.  
17 BC451490;

18 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.  
19 RG10523946;

20 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of  
21 California, Case No. CV 11-09543 DSF (MRWx);

22 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-  
23 2011-00518396-CU-OE-CXC;

24 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central  
25 District of California, Case No. CV 10-0415 ODW (FMOx);

26 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case  
27 No. BC320172;

28 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.

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BC361380;

vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

18. I made every effort to litigate this action in an efficient and cost-effective manner. Given my years of experience, my trial and appellate experience, and the focus of my practice, if I were to charge for my type of work by the hour, my current hourly rate would be \$675 per hour. This rate is my firm’s current billing rate and is supported by the extensive and specialized experience in these types of cases and recognized expertise described. I have personal knowledge of the hourly rates charged by other attorneys with comparable experience to mine. Based on that information, I believe that my rates are fully consistent with the market rate for attorneys with comparable expertise, experience and qualifications. Based on the information I have, I believe that my rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

19. The specific work performed by my firm in prosecuting this action has included, but not been limited to: preparing the pleadings, informal discovery exchange, including the sample workweeks and sample pay and punch data and information regarding class size, average rate of pay, regular hour wage data, and Plaintiff’s expert witness’ and counsel’s analysis of both the aforementioned data as well as Defendant’s relevant policies and procedures and developing the strategy for prosecuting the claims in this case; reviewing documents; analyzing the data; participating in settlement negotiations; participating in mediation, negotiating, drafting, and reviewing Stipulation and Settlement Agreement as well as drafting Motion for Preliminary Approval.

20. Our firm maintains all records regarding costs expended on each case. I have reviewed the records of costs expended in this matter. According to our records, our firm has incurred approximately \$8,342.13 in costs in this matter at this time. This amount includes costs associated with the costs associated with filing of the papers filed and responded to in this matter, expert fees, mediation, summons and complaint.

1                   **CONTRIBUTION OF PLAINTIFF, HER ESTATE, AND REASONABLENESS OF THE**  
2                                   **REQUESTED SERVICE AWARD:**

3                   21.       It is imperative that Plaintiff’s estate obtain just compensation for the time, effort and  
4 risk associated with both Plaintiff’s and her estate’s fiduciary duties as a class representative. I  
5 believe that the named plaintiff and, following her demise, her estate, performed considerable  
6 services on behalf of the Class during the last 37 months, since Plaintiff initially searched for an  
7 attorney, collected and gathered the requested documents and information, wage statements and/or  
8 pay stubs, met with us, made herself available each and every single time that I called or asked her  
9 to come to our office in order to answer questions about Defendant’s policies and procedures  
10 produced in informal discovery or discussed during conversations with opposing counsel or raised  
11 in pleadings filed in this matter. Plaintiff provided Class Counsel with factual information needed  
12 to prepare the complaint. She collected relevant documents and produced those documents to Class  
13 Counsel. After Plaintiff’s demise, her estate continued to diligently pursue this action on behalf of  
14 Class Members by participating in the mediation of this case and participating in the ensuing  
15 continued settlement negotiations that were ultimately required to reach a settlement. I believe that  
16 the service fee request of \$2,500 is just for Plaintiff and her estate as an incentive payment as well  
17 as for providing general release of claims. As such, the requested payments are warranted for both  
18 Plaintiff’s and her estate’s time and effort when the class members are able to receive \$694,500, for  
19 those efforts, as well as the fact that both Plaintiff and her estate put themselves at significant risk  
20 for liability for costs in this matter if Defendant was the prevailing party in the litigation. At this  
21 point in the approval process, Plaintiff’s requested payment should be approved and allow the Class  
22 Members an opportunity to object to the requested enhancement.

23                   22.       A true and correct copy of the Stipulation of Settlement and Release between  
24 Plaintiff and Defendant is hereto attached as **Exhibit “1.”**

25                   23.       Attached as **Exhibit “A”** to the Stipulation of Settlement and Release is a true and  
26 correct copy of the proposed Class Notice.

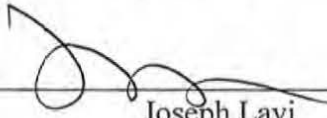
27                   24.       Attached as **Exhibit “B”** to the Stipulation of Settlement and Release is a true and  
28 correct copy of the proposed Allocation Form.

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25. Attached as Exhibit "C" to the Stipulation of Settlement and Release is the proposed Second Amended Complaint.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_ day of February 2017, at Beverly Hills California.

  
\_\_\_\_\_  
Joseph Lavi

# **EXHIBIT 1**

1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
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15 CONTINENTAL CURRENCY SERVICES, INC.

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

18 ALMA R. CASTELLANOS, on behalf of herself  
19 and others similarly situated.

20 PLAINTIFF,

21 vs.

22 CONTINENTAL CURRENCY SERVICES,  
23 INC., a corporation and DOES 1 to 100,  
24 Inclusive.

25 DEFENDANTS.  
26

Case No.: BC567362

*[Assigned for all purposes to Hon. Judge John  
Shepard Wiley, Jr., Dept. 311]*

**CLASS ACTION**

**STIPULATION OF SETTLEMENT AND  
RELEASE**



1 This Stipulation of Settlement and Release (“Stipulation”) is made and entered by and  
2 between the estate of Alma Castellanos (“Castellanos” or “Plaintiff”) and Defendant Continental  
3 Currency Services, Inc. (“Continental” or “Defendant”), and is subject to the terms and conditions  
4 hereof and the approval of the Court. Plaintiff and Defendant are referenced collectively herein  
5 as “the Parties.”

6 **BACKGROUND AND RECITALS**

7 1. On or about December 19, 2014, Plaintiff filed and served a Complaint in the Los  
8 Angeles Superior Court (the “Complaint”), which was subsequently amended (the “First  
9 Amended Complaint”). The First Amended Complaint alleges meal and rest break violations,  
10 unpaid wages, minimum wage violations, failure to pay all wages due at termination, failure to  
11 provide complete wage statements, violations of the Private Attorney General Act of 2004  
12 (“PAGA”), Labor Code Section 2698, *et seq*, and unfair business practices.

13 2. This claim was brought on behalf of a putative class defined as all similarly  
14 situated, non-exempt, hourly employees from July 28, 2012 through the date of preliminary  
15 approval (the “Class Period”).

16 3. The Parties participated in a formal, private mediation session on October 21, 2016  
17 before Honorable Carl J. West after Defendant provided informal discovery including its relevant  
18 policies, information on its relevant practices, putative Class Member information, and sample  
19 timecard data for its non-exempt employees. At mediation, Plaintiff raised more general wage  
20 and hour claims in addition to the initially plead PAGA claims.

21 4. Defendant estimates the class size to be approximately 1,200 class members (550  
22 current employees and 650 former employees), with approximately 2,800,000 worked hours for  
23 the class period, 74 pay periods for PAGA and the average rate of pay is approximately \$16.00.

24 5. The Parties have reached a settlement of all claims raised at the mediation. The  
25 settlement amount is contingent on this Court approving this Settlement.

26 6. The Parties are sufficiently familiar with the facts of the Action and the applicable  
27 law, so as to warrant Settlement at this time.

28 7. The Parties are represented by competent counsel and have had the opportunity to

1 consult with counsel prior to the submission of this Stipulation to the Court.

2 8. Nothing in this Stipulation, nor the fact of the Stipulation itself, shall be construed  
3 or deemed an admission of liability, culpability, negligence, or wrongdoing of any kind on the  
4 part of Defendant with respect to the claims alleged in this Action.

5 9. Defendant denies any liability or wrongdoing of any kind associated with the  
6 claims alleged in the Action and further denies that, for any purpose other than settling the  
7 Action, this Action is appropriate for class treatment. Defendant contends, among other things,  
8 that it has complied at all times with the California Labor Code, the California Business &  
9 Professions Code, the Private Attorney General Act, the applicable IWC Wage Orders, and all  
10 other applicable California law. Nonetheless, Defendant has concluded that further litigation  
11 would be protracted and expensive and would also divert Defendant's resources. Defendant has  
12 taken into account the uncertainty and risks inherent in litigation. Defendant has therefore  
13 concluded that it is desirable that the Action be fully and finally settled in the manner and upon  
14 the terms and conditions set forth in this Stipulation.

15 10. Plaintiff believes that she/it has filed a meritorious action and that class  
16 certification is appropriate. Plaintiff contends that Defendant violated California wage and hour  
17 law, and that this Action is appropriate for class certification as the requisites for class  
18 certification can be satisfied in this case. However, Plaintiff recognizes and acknowledges the  
19 significant expense and length of continued proceedings necessary to prosecute litigation against  
20 Defendant through class certification, trial, and appeal. Plaintiff is aware that the likelihood of  
21 protracted litigation will only further delay payments to Class Members of wages and penalties  
22 they allege they are owed. Plaintiff is also aware of the inherent problems of proof and possible  
23 defenses to the claims alleged and to class certification. After careful consideration and  
24 mediation, Plaintiff has concluded that this class action lawsuit should be fully and finally settled  
25 in a manner and upon the terms and conditions set forth in this Stipulation. Both Plaintiff and  
26 Class Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits  
27 upon the Settlement Class and each Settlement Class Member.

28 11. It is the desire of the Parties to fully, finally, and forever settle, compromise, and

1 discharge all disputes and claims that exist between them arising from the Action or any claim  
2 reasonably related to the claims set forth in the Action. In order to achieve a full and complete  
3 release of Plaintiff and the Releasees of such disputes and claims, each member of the Settlement  
4 Class (which includes any legal heirs and/or successors-in-interest of each member of the  
5 Settlement Class), through execution of the Stipulation by Plaintiff, acknowledges that this  
6 Stipulation is intended to include in its effect all claims arising from, related to, or could have  
7 been asserted based on, the allegations in the Action, including all Released Claims, and any and  
8 all claims that each Settlement Class Member does not know or suspect to exist in his or her favor  
9 against Defendant arising from or related to the allegations in the Action, during the Class Period.

10 12. It is the intention of the Parties that this Stipulation shall constitute a full and  
11 complete settlement and release of all claims arising from, related to, or which could have been  
12 raised by the factual allegations in the Action, including, without limitation, any and all claims  
13 that can lawfully be released arising from said allegations under the California Labor Code and  
14 Wage Orders, the Business & Professions Code (including Section 17200 *et seq.*), and attorneys'  
15 fees and costs, which release shall include in its effect Defendant and each of its present and  
16 former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors,  
17 members, servants, employees, agents, attorneys, insurers, predecessors, principals,  
18 representatives, accountants, past, present, and future, successors and assigns, and each and all of  
19 their respective members, officers, managers, partners, directors, servants, agents, shareholders,  
20 employees, representatives, accountants, insurers, and attorneys, and all persons acting under, by,  
21 through, or in concert with any of them (collectively, the "Releasees").

## 22 **DEFINITIONS**

23 13. As used in this Stipulation, and for purposes of this Settlement only, the following  
24 terms shall have the meanings specified below:

25 A. "Action" means the alleged and potential claims asserted in the Complaint, First  
26 Amended Complaint, and Second Amended Complaint, captioned *Alma Castellanos v.*  
27 *Continental Currency Services*, filed in the Los Angeles Superior Court on or about December  
28 19, 2014.

1 B. "Attorneys' Costs" shall mean Class Counsel's actual costs incurred, shown by  
2 proper documentation, in litigating this Action, to be determined by the Court, which will not  
3 exceed Eleven Thousand Dollars (\$11,000.00).

4 C. "Attorneys' Fees" shall mean Class Counsel's attorneys' fees in litigating this  
5 Action to be determined by the Court, but not to exceed 1/3 of GVF or Two Hundred Twenty  
6 Nine Thousand One Hundred Eighty Five Dollars (\$229,185.00).

7 D. "Class Members," "Settlement Class," or "Settlement Class Members" shall mean  
8 all current and former non-exempt hourly employees employed by Continental Currency  
9 Services, Inc. in California during the period from July 28, 2012 through the date of preliminary  
10 approval of the Settlement. Potential Settlement Class Members who do not timely opt-out of the  
11 Settlement but who do not cash or accept payment from this Settlement shall nonetheless be  
12 considered Class Members.

13 E. "Claims Administrator" means CPT Group, Inc.

14 F. "Claims Administration Fee" includes all costs and expenses due to the Claims  
15 Administrator in connection with its administration of the claims including, but not limited to,  
16 providing Class Notice in English and Spanish, locating Class Members, reviewing letters from  
17 individuals opting out of the Settlement, calculating withholdings and taxes, and administering  
18 and distributing Settlement payments to Settlement Class Members, which the Parties intend to  
19 not exceed Fourteen Thousand Dollars (\$14,000.00).

20 G. "Class" means the class certified for purposes of Settlement only, following the  
21 entry of Order by the Court.

22 H. "Class Counsel" means Joseph Lavi of Lavi & Ebrahimian, LLP and Sahag  
23 Majarian II of the Law Offices of Sahag Majarian II.

24 I. "Class Data List" means, for each Class Member: his or her name; last known  
25 mailing address and telephone number; social security number; and the number of hours that he or  
26 she worked in the Class Period.

27 J. "Class Notice" means the notice of Settlement, substantially in the form attached  
28 as Exhibit A; "Allocation Form" means the Allocation Form, substantially in the form attached as

1 Exhibit B.

2 K. "Class Period" shall mean the time period from July 28, 2012 through the date of  
3 preliminary approval of the Settlement.

4 L. "Class Representative" shall mean the estate of Plaintiff Alma Castellanos.

5 M. "Hours Worked" shall mean number of hours in which a Class Member provided  
6 services and was paid as non-exempt employee of Continental Currency Services, Inc. during the  
7 Class Period.

8 N. "Defendant" shall mean Continental Currency Services, Inc.

9 O. "Effective Date" shall mean the later of: (1) if no appeal is taken, the applicable  
10 date for seeking appellate review of the Court's final approval of the settlement has passed  
11 without a timely appeal or request for review having been made or 60 days after Final Approval  
12 Order is signed; or (2) if an appeal is timely filed with respect to the Judgment, the date such an  
13 appeal is dismissed or the Judgment is affirmed, and the Judgment is not subject to further  
14 judicial review or reconsideration by any court, but only after all of the following events have  
15 occurred: (i) this Stipulation has been executed by all Parties and by counsel for the Parties; (ii)  
16 the Court has given preliminary approval to the settlement; (iii) Class Notice has been given to  
17 the Settlement Class Members, providing the Class Members with an opportunity to opt-out of  
18 the Settlement Class; and (iv) the Court has held a formal fairness hearing and entered a final  
19 order and judgment certifying the Settlement Class, and approving this Stipulation consistent with  
20 California Rule of Court 3.769(h).

21 P. "Gross Fund Value" or "GFV" shall mean the maximum gross amount of Six  
22 Hundred Ninety Four Thousand Five Hundred Dollars (\$694,500.00) to be paid by Defendant  
23 pursuant to this Settlement.

24 Q. "Individual Settlement Payment" shall mean the payment for each individual  
25 Participating Class Member as determined by the Claims Administrator.

26 R. "Net Fund Value" or "NFV" shall mean the Gross Fund Value minus the Claims  
27 Administration Fee, Attorneys' Fees, Attorneys' Costs, 75% of the PAGA allocation to be  
28 provided to the state, and Service Award.

1 S. "Non-Participating Class Member" means a Class Member who submits a valid  
2 and timely request for exclusion from the Settlement.

3 T. "Participating Class Members" means Class Members who do not submit a valid  
4 and timely request for exclusion from the Settlement.

5 U. "Party" or "Parties" shall mean Plaintiff and Defendant individually or  
6 collectively, respectively.

7 V. "Plaintiff" shall mean the estate of class representative Alma Castellanos.

8 W. "Releasees" shall mean Defendant Continental Currency Services, Inc. and each of  
9 its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners,  
10 directors, members, servants, employees, agents, attorneys, insurers, predecessors, principals,  
11 representatives, accountants, past, present, and future, successors and assigns, and each and all of  
12 their respective members, officers, managers, partners, directors, servants, agents, shareholders,  
13 employees, representatives, accountants, insurers, and attorneys, and all persons acting under, by,  
14 through, or in concert with any of them.

15 X. "Service Award" means the special payment of Two Thousand Five Hundred  
16 Dollars (\$2,500) made to the estate of Plaintiff in its capacity as Class Representative to  
17 compensate it/her for initiating the Action, performing work in support of the Action, and  
18 undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful  
19 in the prosecution of the Action.

20 Y. "Settlement" means the terms and conditions set forth in this Stipulation.

21 Z. "Settlement Check" means the check that will be issued to each Class Member  
22 who does not submit a request for exclusion.

### 23 **TERMS OF SETTLEMENT**

24 14. **Gross Fund Value.** Defendant shall pay a maximum sum of Six Hundred Ninety  
25 Four Thousand Five Hundred Dollars (\$694,500.00) (the GFV). This is a non-reversionary  
26 settlement agreement. The payment of the GFV by Defendant pursuant to this Stipulation shall  
27 resolve any released claims between the Releasees and the Settlement Class. In addition, GFV  
28 shall include payments for PAGA allocation, Claims Administration Fee, Attorneys' Fees,

1 Attorneys' Costs, and Service Award, and all damages, penalties (including liquidated damages)  
2 related to the Released Claims.

3 15. Calculation of Net Fund Value. The NfV is equal to the GFV minus the Claims  
4 Administration Fee (up to Fourteen Thousand Dollars (\$14,000.00), Attorneys' Fees (up to  
5 \$229,185), Attorneys' Costs (up to \$11,000.00), PAGA allocation (\$75,000.00) and the Class  
6 Representative Service Award (up to \$2,500). One hundred percent (100%) of the NfV will be  
7 allocated paid to the Settlement Class. The NfV will be used to calculate the Settlement Share  
8 each Class Member will receive if this Settlement becomes effective as defined above. The  
9 Proportional NfV shall be divided by the total aggregate Hours Worked of the Class Members  
10 and divided in proportionate shares based on the number of Hours Worked for the individual  
11 Class Members as reflected in Defendant's records, for Class Members that do not timely opt-out.

12 16. California Labor and Workforce Development Agency. A total of Seventy Five  
13 Thousand Dollars (\$75,000.00) of the GFV shall be allocated to the Labor Code § 2699 claim  
14 (the "PAGA Allocation"). Wherein Fifty Six Thousand Two Hundred and Fifty Dollars  
15 (\$56,250.00) from the GFV to the California Labor and Workforce Development Agency for  
16 penalties under the Private Attorneys General Act (the "LWDA Payment"). This \$56,250.00  
17 represents Seventy-Five Percent (75%) of the total \$75,000.00 that was allocated to settlement of  
18 PAGA claims. The remaining Twenty-Five Percent (25%) or Eighteen Thousand Seven Hundred  
19 Fifty Dollars (\$18,750.00) of the Labor Code § 2699 claim shall be added to the NfV.

20 17. Attorneys' Fees and Costs: In consideration for settling this matter and in  
21 exchange for the release of all claims by the Settlement Class, and subject to final approval by the  
22 Court, Defendant agrees not to oppose Class Counsel's motion for attorneys' fees in the total  
23 amount of up to thirty-three and one third percent (33 1/3%) of the GFV to compensate and  
24 reimburse Class Counsel for all of the work already performed by Class Counsel in this case and  
25 all of the work remaining to be performed by Class Counsel in documenting the Settlement,  
26 securing Court approval of the Settlement, administering the Settlement, making sure that the  
27 Settlement is fairly administered and implemented, and obtaining dismissal of the Action. Class  
28 Counsel shall be separately reimbursed for costs actually incurred in litigating this action, subject

1 to documentation of such costs. Should the Court approve a lesser percentage or amount of fees  
2 and/or costs, the unapproved portion shall be part of the NFV.

3 18. Plaintiff's Service Award: Subject to approval by the Court, Defendant further  
4 agrees to pay Plaintiff a Service Award not to exceed Two Thousand Five Hundred Dollars  
5 (\$2,500) in consideration for serving as the PAGA Representative. Defendant will not oppose  
6 Class Counsel's request. The Service Award is in addition to the claim share to which Plaintiff is  
7 entitled along with other Settlement Class Members and the amount allocated to resolve her/its  
8 individual claims. Should the Court approve a Service Award less than that set forth herein, the  
9 unapproved portion shall be added to the NFV and distributed to Class Members.

10 19. Effectiveness of Settlement: The Settlement shall become effective only when all  
11 of the following events have occurred:

12 a. This Stipulation has been executed by all Parties and by counsel for the  
13 Parties;

14 b. The Court has given preliminary approval to the Settlement;

15 c. Class Notice has been given to the Class Members, providing the Class  
16 Members with an opportunity to opt-out of the Settlement Class;

17 d. The Court has held a formal fairness hearing and entered a final order and  
18 judgment certifying the Settlement Class, approved this Stipulation and dismissed this Action;

19 e. The later of: (1) if no appeal is taken, the applicable date for seeking  
20 appellate review of the Court's final approval of the Settlement has passed without a timely  
21 appeal or request for review having been made (60 days after final approval order is signed); or  
22 (2) if an appeal is timely filed with respect to the Judgment, the date such an appeal is dismissed  
23 or the Judgment is affirmed, and the Judgment is not subject to further judicial review or  
24 reconsideration by any court, but only after all of the following events have occurred: (i) this  
25 Stipulation has been executed by all Parties and by counsel for the Parties; (ii) the Court has given  
26 preliminary approval to the settlement; (iii) notice has been given to the Settlement Class  
27 members, providing the Class Members with an opportunity to opt-out of the Settlement Class;  
28 and (iv) the Court has held a formal fairness hearing and entered a final order and judgment



1 certifying the Settlement Class, and approving this Stipulation consistent with California Rule of  
2 Court 3.769(h).).

3 20. Effective Date: No money will be distributed unless and until the Effective  
4 Date—as defined in this Settlement Agreement. If the Court fails to approve the Settlement, if  
5 Defendant exercises its right to rescind, or if any appellate court fails to approve the Settlement,  
6 resulting in a failure to reach the Effective Date, then:

7 a. The Stipulation shall have no force and effect, and no Party shall be bound  
8 by any of its terms;

9 b. Defendant shall have no obligation to make any payments, including  
10 without limitation any payments to the Class Members, Class Counsel, or the Claims  
11 Administrator;

12 c. Any preliminary approval order, final approval order, and judgment, shall  
13 be vacated;

14 d. The Stipulation and all negotiations, statements, and proceedings, and data  
15 relating thereto, shall be without prejudice to the rights of any of the Parties, all of whom shall be  
16 restored to their respective positions in the Action prior to the Settlement; and

17 e. Neither this Stipulation nor any ancillary documents, actions, statements,  
18 or filings in furtherance of settlement shall be admissible or offered into evidence in the Action or  
19 any other action or proceeding for any purpose whatsoever, pursuant to California Evidence Code  
20 sections 1152 and 1154.

### 21 **CLAIMS PROCEDURE**

22 21. Claims Administrator: The Claims Administrator’s duties shall include without  
23 limitation, mailing the Class Notices and Allocation Form or Settlement Shares form (in English  
24 and Spanish), performing necessary skip traces on Class Notices returned as undeliverable,  
25 reviewing opt-out requests from Class Members, reviewing disputes regarding Hours Worked,  
26 verifying that Social Security numbers included on opt-out forms match Social Security numbers  
27 provided by Defendant to the Claims Administrator, calculating and processing payments for all  
28 Class Members, re-mailing Class Notices which are returned as undeliverable, providing Class

1 Counsel and Defendant's counsel with the reports as requested and as set forth in this Settlement  
2 Agreement, preparing declarations regarding its' duties for preliminary or final approval,  
3 preparing and mailing of all Settlement Class Members' Settlement Checks and IRS forms and  
4 calculating Defendant Continental's tax obligations in connection with the Settlement Checks to  
5 Settlement Class Members as well as providing Notice of Final Approval.

6       22.    Costs of Claims Administrator: The Claims Administrator has quoted an  
7 estimated fee of Fourteen Thousand Dollars (\$14,000.00). Plaintiff and Defendant will allocate a  
8 maximum of Fourteen Thousand Dollars (\$14,000.00) to be paid from the GFV for claims  
9 administration. If the Claims Administrator is able to complete its work for less than Fourteen  
10 Thousand Dollars (\$14,000.00), the balance will be applied to the NFV. If the Claims  
11 Administrator needs to charge over Fourteen Thousand Dollars (\$14,000.00), the additional  
12 amount due will be deducted from the NFV.

13       23.    Calculation of Class Members' Payments: The Settlement Share for each  
14 Participating Class Member will be distributed pro-rata based on the Participating Class  
15 Member's number of Hours Worked as a percentage of all Participating Class Member's Covered  
16 Hours Worked.

17       24.    Disputes Regarding Individual Settlement Payments: Settlement Class Members  
18 will have the opportunity, should they disagree the information regarding the number of Hours  
19 Worked, as stated on their Class Notice, to provide documentation and/or an explanation to show  
20 contrary information. Any dispute must be postmarked within forty five (45) calendar days of the  
21 Claims Administrator's mailing of the Class Notice. If disputes are not submitted in a timely  
22 manner, Class Members will be paid based on Defendant's records. If there is a dispute, the  
23 Claims Administrator will consult with Defendant to determine whether an adjustment is  
24 warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any  
25 Individual Settlement Payments under the terms of this Agreement. The Claims Administrator's  
26 determination of the eligibility for and amount of any Individual Settlement Payment shall be  
27 binding upon Class Members and the Parties.

28       25.    Class Data List: Following the preliminary approval of the Settlement, Defendant

1 will have fifteen (15) days to provide the Claims Administrator with the Class Data List. Based  
2 on the Class Data List, the Claims Administrator will calculate the total number of Hours Worked  
3 for the Settlement Class Members. This will result in an aggregate amount of Hours Worked, as  
4 well as an individual amount of Hours Worked for the Settlement Class Members. In order to  
5 determine the amount of payment for each Hours Worked, the NVF will be divided by the total  
6 aggregate Hours Worked of the Settlement Class Members.

7       26.    Tax Treatment of Each Class Member’s Portion of NVF: Fifteen percent (15%) of  
8 each “Settlement Share” represents payment in settlement of wage claims, and will be reduced by  
9 applicable payroll tax withholdings and deductions (with the employer’s share of legally required  
10 payroll taxes to be deducted from the Gross Settlement Amount), reported by the Settlement  
11 Administrator on IRS Form W-2. The remaining eighty-five percent (85%) of each Settlement  
12 Share represents payment in settlement of non-wage claims for interest and penalties, will not be  
13 reduced by payroll tax withholdings and deductions, and will be reported by the Settlement  
14 Administrator on IRS Form 1099.

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

1 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or  
2 tax structure of any transaction, including any transaction contemplated by this Agreement.

3 27. Tax Treatment of Plaintiff's Service Award: Plaintiff will receive an IRS Form  
4 1099 for the Service Award, and will be responsible for correctly characterizing this additional  
5 compensation for tax purposes and for payment of any taxes owing on said amount.

6 28. Taxes and Withholdings: The Claims Administrator shall be responsible for  
7 calculating and withholding all required state and federal taxes on behalf of both Settlement Class  
8 Members and Defendant, and for communicating this information to the Parties in a report in  
9 which the names of the Settlement Class Members will be coded. For each Settlement Class  
10 Member, the report shall state the number of Hours Worked, the gross award, the Settlement  
11 Class Member's share of taxes withheld, the net award and the amount of Defendant's related  
12 payroll burden to be paid to government entities (payment for Defendant's payroll burden shall be  
13 made from NSV). Proof of payment will be filed with the Court and provided to the Parties'  
14 counsel. The Claims Administrator will provide Class Counsel with the name of the Class  
15 Members that opt out to be provided to the court, if any.

16 29. Reporting to Parties: After the Class Notices are mailed to Settlement Class  
17 Members, the Claims Administrator shall provide a weekly report to Class Counsel and  
18 Defendant's counsel setting forth the number of opt-outs or disputes regarding Hours Worked  
19 received. Within five (5) business days after the conclusion of the opt-out period, the Claims  
20 Administrator will provide a further report certifying jointly to Class Counsel and Defendant's  
21 counsel which opt-out and disputes were valid and timely.

22 30. Dispute of Final Report: After the Claims Administrator provides the final report  
23 of all valid opt-out individuals, counsel for the Parties shall have five (5) business days to review  
24 and make any objections to the report from the Claims Administrator. Any dispute with regard to  
25 the calculation of Settlement Checks will be decided by the Court.

26 31. Disputes Regarding Administration of Settlement: Any disputes not resolved by  
27 the Claims Administrator concerning the administration of the Settlement will be resolved by the  
28 Court, under the laws of the State of California. Prior to any such involvement of the Court,

1 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of  
2 involving the Court.

3 **NOTICE TO SETTLEMENT CLASS MEMBERS**

4 32. Notice to Class Members: Within thirty-five (35) calendar days of preliminary  
5 approval, the Claim Administrator shall mail, by U.S. First Class, to Class Members a Class  
6 Notice. The Class Notice will list the individual Settlement Class Member's total number of  
7 Hours Worked.

8 33. Opt-Out Procedure for Settlement Class: The Class Notice will provide that Class  
9 Members may exclude themselves from the Settlement by mailing to the Settlement  
10 Administrator a signed written Request for Exclusion from the Settlement, postmarked no later  
11 than forty five (45) days after the Settlement Administrator mails the Class Notices. To be  
12 effective, any written Request for Exclusion from the Settlement must: (1) explicitly and  
13 unambiguously state the following statement or similar statement: "I wish to exclude myself from  
14 the settlement reached in the matter of *Castellanos vs. Continental Currency*. I understand by  
15 excluding myself, I will not receive any money from the settlement reached in this matter.";  
16 (2) contain the name, address, and the last four digits of the Social Security number of the person  
17 requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked or fax stamped  
18 by the Response Deadline and returned to the Settlement Administrator at the specified address or  
19 fax telephone number. The request for exclusion will not be valid if it is not timely submitted, if  
20 it is not signed by the Class Member, or if it does not contain the name, and address of the Class  
21 Member. The date of the postmark on the return mailing envelope or fax stamp on the request for  
22 exclusion shall be the exclusive means used to determine whether the request for exclusion was  
23 timely submitted. Any Class Member who requests to be excluded from the Settlement Class will  
24 not be entitled to any recovery under the Settlement and will not be bound by the terms of the  
25 Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to  
26 submit a valid and timely written request for exclusion on or before the Response Deadline shall  
27 be bound by all terms of the Settlement and any final judgment entered in this Action if the  
28 Settlement is approved by the Court. If a question is raised about the authenticity of a signed

1 Request for Exclusion, the Settlement Administrator will have the right to demand additional  
2 proof of the Class Member's identity. A Non-Participating Class Member will not participate in  
3 or be bound by the Settlement and the Judgment. A Class Member who does not complete and  
4 mail a written Request for Exclusion in Settlement in the manner and by the deadline specified  
5 above will automatically become a Participating Class Member and be bound by all terms and  
6 conditions of the Settlement, including its release of claims, if the Settlement is approved by the  
7 Court, and by the Judgment.

8         34.     Objections to Settlement. The Class Notice will provide that Class Members who  
9 wish to object to the Settlement and/or any of its terms, including the payment of Attorneys' Fees  
10 and Attorneys' Costs, must submit to the Settlement Administrator, by first-class mail  
11 postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class  
12 Notices, a written statement on or objection to the Settlement and/or its terms, setting forth the  
13 grounds for the statement or objection. The Notice of Objection must be signed by the Class  
14 Member and state: (1) the full name of the Class Member; (2) the dates of contract of the Class  
15 Member; (3) the last four digits of the Class Member's Social Security number and/or the  
16 Employee ID number; (4) the basis for the objection; and (5) if the Class Member intends to  
17 appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make  
18 objections in the manner specified above shall be deemed to have waived any objections and shall  
19 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.  
20 Class Members who submit a timely Notice of Objection will have a right to appear at the Final  
21 Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no  
22 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class  
23 Members to file or serve written objections to the Settlement or appeal from the Order and Final  
24 Judgment. Class Counsel shall not represent any Class Members with respect to any such  
25 objections.

26         35.     If a Class Member submits both a request for exclusion from the Settlement and an  
27 objection to settlement, the objection will be rejected and the Class Member will be excluded  
28 from the Settlement.

1           36.    Returned Mail: If the Class Notice is returned as undeliverable with a forwarding  
2 address provided by the United States Postal Service, the Claims Administrator will promptly  
3 resend a the Class Notice to that forwarding address along with a brief letter stating that the Class  
4 Member has until the original deadline set forth on the Class Notice. If an original mailing is  
5 returned as undeliverable without a forwarding address, the Claims Administrator will perform  
6 one skip trace only, and if it obtains a more recent address, will resend the Class Notice along  
7 with a brief letter stating that the Class Member has until the original deadline set forth on the  
8 Class Notice to opt-out. The Claim Administrator will complete such re-mail Class Notices that  
9 are returned as undeliverable within fifteen (15) days of mailing the Class Notice.

10           37.    Uncashed Checks: If any Settlement Class Member fails to cash his or her award  
11 check within one hundred and eighty (180) calendar days of distribution, the funds associated  
12 with any checks that are not timely negotiated will escheat to the State. Settlement Class  
13 Members who, for any reason, do not negotiate their checks in a timely manner shall remain  
14 subject to the terms of the Judgment, including releasing the Released Claims set forth in this  
15 Settlement Agreement. If a check is returned to the Settlement Administrator as undeliverable,  
16 the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating  
17 Class Member at his or her correct address.

#### 18   **FUNDING AND PAYMENT OF SETTLEMENT**

19           38.    Funding of Settlement: Within ten (10) calendar days after the Effective Date,  
20 Defendant will deposit the money necessary to fund the Settlement into a qualified settlement  
21 account maintained by the Claims Administrator.

22           39.    Payment Procedure: Within ten (10) calendar days after Defendant's deposit of  
23 funds with the Claims Administrator, the Claims Administrator will pay all claims and Court-  
24 approved attorneys' fees and costs, Claims Administrator fees, the Service Award to Plaintiff and  
25 payment to LWDA.

#### 26   **RELEASE BY THE CLASS MEMBERS**

27           40.    Upon final approval by the Court, the Settlement Class, and each Class Member  
28 who has not submitted a timely and valid written request to opt-out of the Settlement shall have

1 released, to the maximum extent permitted by law, Defendant, and each of the Releasees,  
2 through, or in concert with any of them, from all claims, debts, liabilities, demands, obligations,  
3 guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or  
4 accrued for, or which are arising from, related to, or could have been asserted based on, the  
5 allegations in the Action ("Released Claims").

6 a. The Released Claims include all claims which relate to, or could have been  
7 asserted based on, the allegations and claims asserted in the Action, including claims for: (a)  
8 Defendant's failure to provide meal and rest breaks; (b) Defendant's failure to pay wages,  
9 including minimum or overtime wages; (c) Defendant's failure to comply with timekeeping  
10 records requirements; (d) Defendant's failure to pay compensation due upon termination in  
11 violation of Labor Code §§ 201-3; (e) incomplete or inaccurate wage statements in violation of  
12 Labor Code § 226(a); (f) derivative claims for unfair business practices based on the foregoing in  
13 violation of § 17200 of California Business and Professions Code; and (g) derivative Private  
14 Attorney General Claims based on the foregoing in violation of Labor Code § 2699, and all facts  
15 arising in the Complaint, First Amended Complaint, and/or Second Amended Complaint  
16 (attached herein as Exhibit C).

17 41. As of the date of the Judgment, Plaintiff releases any and all claims she/it may  
18 have against the Releasees, known or unknown, that arise from or relate to her employment with  
19 Defendant, excluding any claim that cannot be released by law. **THIS IS A GENERAL RELEASE**  
20 **OF ALL CLAIMS.** This release includes, but is not limited to,

21 a. Any and all claims were or could have been raised in the Action;  
22 b. Any and all claims under the law of any jurisdiction including without  
23 limitation wrongful discharge of employment; constructive discharge from employment;  
24 termination in violation of public policy; discrimination; breach of contract, both express and  
25 implied; breach of a covenant of good faith and fair dealing, both express and implied;  
26 promissory estoppel; negligent and intentional infliction of emotional distress; negligent and  
27 intentional misrepresentation; negligent and intentional interference with contract or prospective  
28



1 economic advantage; unfair business practices; defamation; libel; slander; negligence; personal  
2 injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

3 c. Any and all claims for violation of any federal, state or municipal statute,  
4 including without limitation all employment laws, including without limitation the California Fair  
5 Employment and Housing Act; the California Unruh Act; the Age Discrimination in Employment  
6 Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of  
7 1866; the Civil Rights Act of 1871; the Fair Labor Standards Act; the Americans with Disabilities  
8 Act; the Older Workers' Benefits Protection Act; the Family Medical Leave Act; the Equal Pay  
9 Act; the Employee Retirement Income Security Act of 1974; the National Labor Relations Act;  
10 the California Constitution; the California Labor Code; the California Business & Professions  
11 Code; the California Government Code; the California Civil Code; and all other laws against  
12 discrimination or applicable to employment that may be the subject of a release under applicable  
13 law;

14 d. Any and all claims for violation of the federal, or any state, constitution;

15 e. Any and all claims arising out of any other laws and regulations relating to  
16 employment or employment discrimination;

17 f. Any claim for any loss, cost, damage, or expense arising out of any dispute  
18 over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a  
19 result of this Agreement;

20 g. Any claim or damage arising out of Plaintiff's employment with or  
21 separation from Company under any common law theory or any federal, state, or local statute or  
22 ordinance not specifically referred to above;

23 h. Any and all claims for unpaid or withheld wages, severance, benefits,  
24 bonuses, commissions, and other compensation of any kind that Plaintiff may have against the  
25 Releasees; and

26 i. Any and all claims for attorneys' fees and costs.

27 42. Plaintiff acknowledges that claims may hereafter be discovered that are in addition  
28 to or different from those that are now known or believed to exist with respect to the subject

1 matter of this Settlement and which, if known or suspected at the time of executing this  
2 Settlement Agreement, may have materially affected the decision to execute this Settlement  
3 Agreement. Plaintiff understands that she is waiving as to the Released Claims all rights and  
4 benefits afforded by Section 1542 of the California Civil Code, which provides:

5 **A general release does not extend to claims which the creditor does**  
6 **not know or suspect to exist in his or her favor at the time of executing**  
7 **the release, which if known by him or her must have materially**  
8 **affected his or her settlement with the debtor.**

9 43. As of the date of the Judgment, and except as otherwise provided by this  
10 Agreement, Class Counsel and any counsel associated with Class Counsel waive any and all  
11 claims to any further costs and attorneys' fees and expenses other than specified herein against  
12 Defendant and the Released Parties arising from the Action (the "Class Counsel's Released  
13 Claims").

14 44. The parties intend that the judgment pursuant to California Rule of Court 3.769(h)  
15 entered by the Court shall be final and binding upon all Settlement Class Members (including  
16 Plaintiff).

17 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

18 45. Class Counsel shall promptly prepare and file with the Court a motion for  
19 preliminary approval and determination by the Court as to the fairness, adequacy, and  
20 reasonableness of this Settlement within twenty-one (21) business days after execution of this  
21 Stipulation. The motion for preliminary approval shall request entry of a preliminary order which  
22 would accomplish the following:

- 23 a. Schedule a fairness hearing on the question of whether the proposed Settlement,  
24 including payment of attorneys' fees and costs and the Plaintiff's enhancement  
25 award, should be finally approved as fair, reasonable, and adequate as to the  
26 Settlement Class Members;
- 27 b. Certify a Settlement Class for all claims;
- 28 c. Certify this action under California Code of Civil Procedure §382 as a class  
action for purposes of settlement;

- 1 d. Approve as to form and content the proposed Class Notice;
- 2 e. Direct the mailing of the Class Notice by first class mail to the Settlement
- 3 Class Members;
- 4 f. Preliminarily approve the Settlement subject only to the objections of
- 5 Settlement Class Members and final review by the Court;
- 6 g. Preliminarily approve the Claims Administrator and approve payment of
- 7 the charges of the Claims Administrator Fees pursuant to the terms of this Stipulation;
- 8 h. Preliminarily approve Class Counsel's request for Attorneys' Fees and
- 9 Attorneys' Costs subject to final review of the Court;
- 10 i. Preliminarily approve Class Counsel's request for Plaintiff's Service
- 11 Award; and
- 12 j. Enjoin Settlement Class Members from initiating or prosecuting any
- 13 proceeding on any claim to be released, unless and until the Class Member opts out of the class.

14 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

- 15 46. Plaintiff has amended the Complaint to reflect new class period and claims to be
- 16 released.
- 17 47. Plaintiff shall submit a motion for final approval pursuant to the timeline outlined
- 18 by the Court, Plaintiff will file with the Court a motion for award of the Service Award,
- 19 Attorneys' Fees, and Attorneys' Costs pursuant to the Settlement and a motion for final approval
- 20 of the Settlement, the LWDA Payment, and payment of the Settlement Administrator's
- 21 reasonable fees and expenses.
- 22 48. Following final approval of the Settlement provided for in this Stipulation, Class
- 23 Counsel will submit a proposed final order:
- 24 a. Approving the Settlement, adjudging the terms thereof to be fair,
- 25 reasonable, and adequate, and directing consummation of its terms and provisions;
- 26 b. Approving Class Counsel's application for an award of Attorneys' Fees
- 27 and reimbursement of Attorneys' Costs;
- 28 c. Approving Plaintiff's Service Award;

1 d. Releasing all claims against Defendant and the Releasees during the Class  
2 Period on behalf of Settlement Class Members; and

3 e. Entering Final Judgment consistent with California Rule of Court 3.769(h).

4 **PARTIES' AUTHORITY**

5 49. The signatories hereto hereby represent that they are fully authorized to enter into  
6 this Stipulation and bind the Parties to the terms and conditions of the Settlement.

7 **MUTUAL FULL COOPERATION**

8 50. The Parties agree to fully cooperate with each other to accomplish the terms of this  
9 Stipulation, including but not limited to, execution of such documents and to take such other  
10 action as may reasonably be necessary to implement the terms of this Stipulation. The Parties to  
11 this Stipulation shall use their best efforts, including all efforts contemplated by this Stipulation  
12 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate  
13 this Stipulation and the terms set forth herein. As soon as practicable after execution of this  
14 Stipulation, Class Counsel shall, with the assistance and cooperation of Defendant and its  
15 counsel, take all necessary steps to secure the Court's final approval of this Stipulation.

16 **NO PRIOR ASSIGNMENTS**

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

21 **NO ADMISSION**

22 52. Nothing contained herein, nor the consummation of this Stipulation, is to be  
23 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part  
24 of Defendant. Nothing contained herein, nor the consummation of this Stipulation, is to be  
25 construed or deemed an admission of the accuracy of any fact or allegation against it, or that the  
26 Action or claims asserted therein could properly be treated as class claims for any purpose other  
27 than settlement. Defendant specifically denies any form of liability or the accuracy of any fact or  
28 allegation against it, and specifically denies the propriety of class treatment of any of the claims

1 or allegations asserted in the Action except for purposes of settlement. Each of the Parties hereto  
2 has entered into this Stipulation with the intention to avoid further disputes and litigation with the  
3 attendant inconvenience and expenses.

4 53. If the Court does not grant final approval of the Settlement or grants final approval  
5 conditioned on any material change to the Settlement (including, but not limited to, the scope of  
6 release for Participating Class Members), then the Settlement will be null and void, and the  
7 Parties will have no further obligations under the Settlement, including any obligation by  
8 Defendant to pay GFV or any amounts that otherwise would have been owed under this  
9 Agreement, except that Defendant will pay the Settlement Administrator's reasonable fees and  
10 expenses incurred as of the date that the Settlement becomes null and void under this paragraph.  
11 In such an event, the Parties to this Agreement shall stand in the same position, without prejudice,  
12 as if the Agreement had been neither entered nor filed with the Court, with Plaintiff's individual  
13 claims proceeding in arbitration and the matter proceeding forward in Court as a PAGA  
14 representative action. However, an award by the Court of a lesser amount than that sought by  
15 Plaintiff and Class Counsel for the Class Representative Payment, the Attorneys' Fees, or the  
16 Attorneys' Costs, will not constitute a material modification to the Settlement within the meaning  
17 of this paragraph however, Plaintiff's counsel retains the right to file an appeal.

18 54. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any  
19 other motion, petition, or application, the reviewing court vacates, reverses, or modifies the  
20 Judgment such that there is a material modification to the Settlement (including, but not limited  
21 to, the scope of release for Participating Class Members), and that Court's decision is not  
22 completely reversed and the Judgment is not fully affirmed on review by a higher court, then  
23 either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do  
24 by giving written notice to the other Party, and the Court not later than fourteen (14) days after  
25 the reviewing court's decision vacating, reversing, or materially modifying the Judgment  
26 becomes final. A vacation, reversal, or modification of the Court's award of the Class  
27 Representative Payment or the Attorneys' Fees or the Attorneys' costs will not constitute a  
28 vacation, reversal, or material modification of the Judgment within the meaning of this paragraph,

1 provided that Defendant's obligation to make payments under the Settlement will remain limited  
2 by the GFV.

### 3 **RESCISSION**

4 If ten percent (10%) or more of the Class Members request exclusion from the Settlement,  
5 Defendant shall have the option to rescind this Agreement. In the event of such rescission, all  
6 parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement  
7 had been neither entered into nor filed with the Court. In addition, Defendant will pay the  
8 Settlement Administrator's reasonable fees and expenses incurred as of the date of the rescission.

### 9 **CONSTRUCTION**

10 55. The Parties agree that the terms and conditions of this Stipulation are the result of  
11 lengthy, intensive arms-length negotiations between the Parties and were arrived at after a  
12 mediation session. The Parties further agree that this Stipulation shall not be construed in favor  
13 of or against any Party by reason of the extent to which any party or her, or its counsel  
14 participated in the drafting of this Stipulation.

### 15 **CAPTIONS AND INTERPRETATIONS**

16 56. Paragraph titles or captions contained herein are inserted as a matter of  
17 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
18 Stipulation or any provision hereof. Each term of this Stipulation is contractual and not merely a  
19 recital.

### 20 **MODIFICATION**

21 57. This Stipulation may not be changed, altered, or modified, except in writing and  
22 signed by the Parties hereto, and approved by the Court. This Stipulation may not be discharged  
23 except by performance in accordance with its terms or by a writing signed by the Parties hereto.

### 24 **INTEGRATION CLAUSE**

25 58. This Stipulation contains the entire agreement between the Parties relating to the  
26 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,  
27 understandings, representations, and statements, whether oral or written and whether by a Party or  
28 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in

1 writing.

2 **BINDING ON ASSIGNS**

3 59. This Stipulation shall be binding upon and inure to the benefit of the Parties and  
4 their respective heirs, trustees, executors, administrators, successors, and assigns.


5 **CLASS SIGNATORIES**

6 60. It is agreed, that because of the large number of Settlement Class Members, it is  
7 impossible or impractical to have each Settlement Class Member execute this Stipulation. The  
8 Class Notice will advise all Settlement Class Members of the binding nature of the release and  
9 such shall have the same force and effect as if this Stipulation were executed by each member of  
10 the Settlement Class.

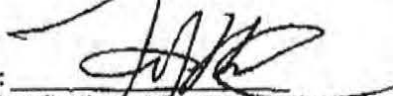
11 **COUNTERPARTS**

12 61. This Stipulation may be executed in counterparts, and when each party has signed  
13 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,  
14 when taken together with other signed counterparts, shall constitute one Stipulation, which shall  
15 be binding upon and effective as to all Parties.

16 DATED: ~~January~~ <sup>February</sup> 17, 2017

Signed:   
By: Plaintiff Alma Castellanos by and  
through her heirs

19  
20 DATED: January 11, 2017

Signed:   
Defendant Continental Currency Services, Inc.  
By: Fred Kurik  
Its: President

1 writing.

2 **BINDING ON ASSIGNS**

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4 their respective heirs, trustees, executors, administrators, successors, and assigns.

5 **CLASS SIGNATORIES**

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7 impossible or impractical to have each Settlement Class Member execute this Stipulation. The  
8 Class Notice will advise all Settlement Class Members of the binding nature of the release and  
9 such shall have the same force and effect as if this Stipulation were executed by each member of  
10 the Settlement Class.

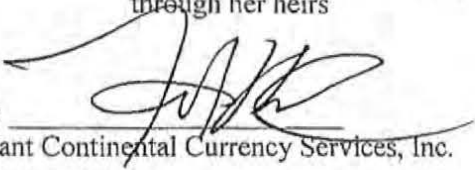
11 **COUNTERPARTS**

12 61. This Stipulation may be executed in counterparts, and when each party has signed  
13 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,  
14 when taken together with other signed counterparts, shall constitute one Stipulation, which shall  
15 be binding upon and effective as to all Parties.

16  
17 DATED: January \_\_, 2017

Signed: \_\_\_\_\_  
By: Plaintiff Alma Castellanos by and  
through her heirs

18  
19  
20 DATED: January 11, 2017

Signed:   
Defendant Continental Currency Services, Inc.  
By: Fred Kunik  
Its: President

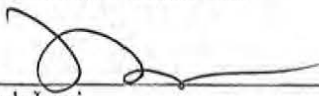


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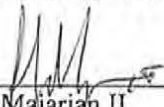
DATED: ~~January~~ <sup>Feb</sup> 17, 2017

LAVI & EBRAHIMIAN, LLP

By:   
Joseph Lavi  
Attorney for Plaintiff Alma Castellanos

DATED: ~~January~~ <sup>Feb</sup> 17, 2017

LAW OFFICES OF SAHAG MAJARIAN II

By:   
Sahag Majarian II  
Attorney for Plaintiff Alma Castellanos

DATED: January \_\_, 2017

LATHROP & GAGE, LLP

By: \_\_\_\_\_  
Lauren Katunich  
Attorney for Defendant Continental Currency  
Services, Inc.

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APPROVED AS TO FORM AND CONTENT:

DATED: January \_\_, 2017

LAVI & EBRAHIMIAN, LLP

By: \_\_\_\_\_  
Joseph Lavi  
Attorney for Plaintiff Alma Castellanos

DATED: January \_\_, 2017

LAW OFFICES OF SAHAG MAJARIAN II

By: \_\_\_\_\_  
Sahag Majarian II  
Attorney for Plaintiff Alma Castellanos

DATED: January 13, 2017

LATHROP & GAGE, LLP

By:   
Lauren Katunich  
Attorney for Defendant Continental Currency  
Services, Inc.

# **EXHIBIT A**

**NOTICE OF CLASS ACTION SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

**YOU DO NOT HAVE TO DO ANYTHING TO RECEIVE YOUR SETTLEMENT SHARE.**

*This is a Court-authorized notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit that affects your rights.
- The settlement will provide up to \$694,500.00 to pay claims from those who do not exclude themselves from the settlement.
- The Court has not decided whether to grant final approval to the settlement. Payments will be made only after the Court approves the settlement and any appeals are resolved. Please be patient. Please do not contact the court regarding this Notice.
- Your legal rights are affected whether you act or do not act.
- **No adverse action will be taken against anyone for participating under this settlement. Continental Currency supports the settlement and encourages all eligible class members to receive their share.**

<b>YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT</b>	
<b>You may:</b>	<b><u>What will happen:</u></b>
<b>Request to be excluded from the settlement</b>	You will not receive any payment. You will retain the right to file your own lawsuit for the same claims. See Section 12 below.
<b>Object to the terms of the settlement</b>	The Court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See Section 13 below.

**Do nothing**

**You will get your payment**, and give up the right to bring your own lawsuit for the same claims. See Section 15 below.

## BASIC INFORMATION

### 1. Why did I receive this Notice?

The employment records of Continental Currency Services, Inc. (“the Company”) show that you have worked in a non-exempt hourly position, between July 28, 2012 and \_\_\_\_\_, 2017 [preliminary approval date]. A settlement has been reached in a class action lawsuit against the Company that affects your rights.

### 2. What is this class action about?

This lawsuit, known as *Castellanos vs. Continental Currency*, Case No. BC567362, alleges that the Company failed to (a) provide meal and rest breaks; (b) pay wages, including minimum or overtime wages; (c) comply with timekeeping records requirements; (d) pay compensation due upon termination in violation of Labor Code §§ 201-3; and (e) provide complete or accurate wage statements in violation of Labor Code § 226(a).

### 3. How does the Company respond?

The Company has denied and continues to deny all of the allegations in the lawsuit. It contends that it has complied with the California Labor Code, and all similar federal and state laws. The Company further contends that this lawsuit could not be maintained as a class action if it were litigated rather than settled.

### 4. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The Class Representative in this case is Alma Castellanos. The employees she represents are the “Class” or “Class Members.” The Class Representative is called the “Plaintiff” and all the Class Members are called the “Plaintiff Class.” Continental Currency Services, Inc. is called the “Defendant.” One court resolves the issues for everyone in the Class, except for those people who request to exclude themselves from the Class.

### 5. Why is this lawsuit being settled?

After good-faith settlement negotiations presided over by a private mediator, the Class Representative and the Company have agreed to settle this case rather than go to trial. The settlement represents a compromise of highly-disputed claims and is not an admission that the Company violated the law. The parties and their attorneys believe the settlement is in the best interests of the Class, given the risks and expense of going to trial.

### 6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

## 7. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the settlement. The Court has approved CPT, Inc. to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

Castellanos/ Continental Currency Settlement Administrator  
c/o \_\_\_\_\_

\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## YOUR RIGHTS AND OPTIONS

### 8. Am I part of this Class?

In preliminarily approving the settlement, the Court defined the Class to include all non-exempt employees who have been employed by the Company as hourly non-exempt employees at any time from July 28, 2012 through \_\_\_\_\_, 2017. The Company's records indicate that you are a Class Member.

### 9. What does the settlement generally provide?

The Company has agreed to make a payment to all Class Members without having to do anything. In return, Class Members who do not timely request to be excluded from the settlement will release any claims they might have against the Company that were raised in the lawsuit based on the facts that were alleged or could have been alleged in the lawsuit, including minimum wage and overtime claims, meal breaks and rest breaks, failure to pay all wages upon termination, and failure to provide accurate wage statements. For more information about your estimated payment from the settlement fund and the way it was calculated, see Sections 11 and 24 below. For more information about the claims being released as part of the settlement, see Section 27 below.

### 10. How do I receive money under the settlement?

**You do not have to do anything to receive your settlement share.**

### 11. What is my estimated share of the settlement?

**The estimated gross share you will receive under the settlement if you are a participating Class Member is preprinted on your customized Allocation Form accompanying this Notice. The actual amount you receive may be higher or lower than this amount.**

## 12. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must write to the Settlement Administrator at the address specified above in Section 7 and request to be excluded. Your request must include: (1) your name, (2) the last four digits of your social security number, (3) your address, (4) stating the following statement or similar statement “I wish to exclude myself from the settlement reached in the matter of *Castellanos vs. Continental Currency*. I understand by excluding myself, I will not receive any money from the settlement reached in this matter.” and (5) your dated signature. To be effective, your request must be postmarked (if mailed), faxed, or emailed to the Settlement Administrator no later than <<date>>.

If you do not complete and timely submit a valid request to be excluded from the settlement, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will no longer be a Class Member, you will not receive any money from the settlement, and you will be barred from participating in any portion of the settlement, but you will retain the right to sue the Company separately for the same legal claims contained in this lawsuit.

## 13. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. You cannot object to the settlement **and** exclude yourself from the settlement.

Your objection must include: (1) your full name, (2) your address; (3) dates of your employment during the class period; (4) in clear concise terms, the reason why you object to the settlement; (5) a statement of whether you intend to appear at the final approval hearing; (6) your dated signature; (7) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number, (8) whether you intend to appear at the final approval hearing, and (9) the name of the case and case number, *Castellano vs. Continental Currency*, Case No. BC567362. To be effective, your objection must be postmarked no later than <<date>>. Do not telephone the Court or the Company’s counsel.

If the Court rejects your objection, you will still be bound by the terms of the settlement, and you will not then be able to exclude yourself from the settlement.

## 14. When will I receive my payment?

The settlement payments will be paid no earlier than sixty (60) calendar days after final court approval of the settlement if all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the settlement.

## 15. What if I do nothing?

If you do nothing, you will receive your settlement share and you will give up any rights you would otherwise have to sue the Company for the claims described below in Section 27 under claims released.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

The Court has determined that Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP, and Sahag Majarian, II, of Law Offices of Sahag Majarian, II are qualified to represent you and all Class Members. The lawyers for these firms are called “Class Counsel.” They are experienced in handling similar cases. Their contact information is provided at the end of this Notice.

### 17. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying for that lawyer.

### 18. How will Class Counsel be paid?

You do not have to pay Class Counsel’s fees and costs. The fees and expenses that the Court approves will be paid by the Company. More information about the attorneys’ fees and costs is contained in Section 22 below.

## TERMS OF THE SETTLEMENT

### 19. What has the Company agreed to do?

The Company has agreed to pay a maximum amount of \$694,500.00. Subject to the Court’s approval, this will include a Class Representative Payment of \$2,500 to Plaintiff Castellanos. This maximum amount also will be used to pay the settlement administration costs, and Class Counsel’s attorneys’ fees and costs as awarded by the Court. These payments are discussed in Sections 20-24 below.

### 20. What is a “Class Representative Payment”?

In class actions such as this one, a court may provide the Class Representative a “class representative payment” in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative’s execution of a general release of all claims. Plaintiff Castellanos will request that the Court approve a Class Representative Payment of \$2,500. This Class Representative Payment, if approved by the Court, will be deducted from the maximum payment.

### 21. How much will the attorneys get?

Class Counsel and/or Plaintiff will seek approval from the Court for payment of attorneys’ fees in an amount up to 33% of the maximum payment or \$229,185, plus costs not to exceed \$11,000.00. These amounts, if approved by the Court, will be deducted from the maximum payment. Class Counsel believe the amounts they are requesting for attorneys’ fees and costs are fair and reasonable. The Company will not oppose the request for these amounts. Class Members are not personally liable for any fees and costs.



## 22. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately \$14,000.00 for the Claims Administrator to fully administer the settlement.

## 23. How will the settlement funds be distributed and my share calculated?

If the Court approves the settlement as proposed, the amount available for distribution to participating Class Members will be the Net Settlement Amount.

Each Class Member's recovery will be based on a formula that computes a dollars-per-Hours Worked, multiplied by the number of hours worked by the Class Member during the Class Period. The amount of each Class Member's recovery will depend on (a) the size of the Net Settlement Amount as finally approved by the Court and (b) the number of hours worked by each Class Member worked during the Class Period.

The Net Settlement Amount will be different from this amount if the Court does not approve the requested amounts for Class Counsel's attorneys' fees, Class Counsel's litigation costs, the Class Representative's payment, or if the cost of administering the Settlement is different than estimated.

Under the settlement, the Company will pay out the maximum payment of \$694,500.00 in its entirety. No portion of the maximum payment will remain with, or revert back to, the Company, even if some Class Members do not cash their settlement checks.

## 24. Will I have to pay taxes on my award?

Fifteen percent (15%) of each "Settlement Share" represents payment in settlement of wage claims, and will be reduced by applicable payroll tax withholdings and deductions (with the employer's share of legally required payroll taxes to be deducted from the Gross Settlement Amount), reported by the Settlement Administrator on IRS Form W-2. The remaining eighty-five percent (85%) of each Settlement Share represents payment in settlement of non-wage claims for interest and penalties, will not be reduced by payroll tax withholdings and deductions, and will be reported by the Settlement Administrator on IRS Form 1099. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

You should consult a tax professional for more information about your own specific situation.

## 25. What if I dispute the number of my worked hours as listed on the Allocation Form?

The Allocation Form enclosed with this Notice lists the number of hours you worked in California during the Class Period, according to the Company's records. If you wish to challenge the number of pay periods listed on your Allocation Form, you may do so by submitting a written challenge to the Settlement Administrator, along with the signed Allocation Form, by                     , 2017 (within 45 days of the date of initial mailing of this Notice). The Settlement Administrator will evaluate the evidence you submit and, after reviewing the Company's records, the Settlement Administrator, together with the parties' counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement

Administrator, subject to final approval by the Court. If you dispute the number of pay periods, you may consult with Class Counsel about your disputed claim.

## RELEASE OF CLAIMS

### 26. What claims are being released as part of the settlement?

If you do not submit a timely request to be excluded from the settlement, you will be giving up your right to bring a legal claim against the Company for the same claims, or similar claims, as those encompassed by this lawsuit, whether you know about those claims or not. Specifically, the parties' Settlement Agreement contains the following release provision as to the Released Claims:

“The Released Claims include all claims which relate to the allegations and claims asserted in the Action, including claims based on: (a) Defendant’s failure to provide meal and rest breaks; (b) Defendant’s failure to pay wages, including minimum or overtime wages; (c) Defendant’s failure to comply with timekeeping records requirements; (d) Defendant’s failure to pay compensation due upon termination in violation of Labor Code §§ 201-3; (e) incomplete or inaccurate wage statements in violation of Labor Code § 226(a); (f) derivative claims for unfair business practices based on the foregoing in violation of § 17200 of California Business and Professions Code; and (g) derivative Private Attorney General Claims based on the foregoing in violation of Labor Code § 2699, and all facts arising in the Complaint, First Amended Complaint, and/or Second Amended Complaint from July 28, 2012 through the date of preliminary approval.”

## FINAL SETTLEMENT APPROVAL HEARING

### 27. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department 311 of the Los Angeles County Superior Court, located at 600 S. Commonwealth Avenue, Los Angeles, CA 90005, on [REDACTED], 2017 at [REDACTED]m, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Class Counsel’s request for attorneys’ fees and reimbursement of costs, and the Class Representative Payment.

**It is not necessary for you to appear at this hearing.** If you have timely submitted an objection to the settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court, or have an attorney represent you at the hearing at your own expense, but only if by [REDACTED], 2017, you have submitted a notice to the Settlement Administrator of your intent to appear at the hearing, in accordance with the instructions above.

The hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

## FURTHER INFORMATION

### 28. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. If you have more questions about this Notice or this lawsuit, you can contact Class Counsel, whose contact information is below, or the Settlement Administrator at 1- [REDACTED]:

Joseph Lavi, Esq.  
LAVI & EBRAHIMIAN, LLP  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, CA 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
Email: [Jlavi@lelawfirm.com](mailto:Jlavi@lelawfirm.com)

Sahag Majarian II, Esq.  
LAW OFFICES OF SAHAG MAJARIAN, II  
18250 Ventura Boulevard  
Tarzana, California 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Settlement and Release. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically. If you wish to review the Court's docket in this case, you may do so by visiting the Court's public access website. To do this, direct your browser to [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org), click on Divisions, and click on the "Civil" and then on "Case Summary" hyperlink at the top. Where it says "enter the case number," type BC567362. Your browser will be directed to information regarding this case. You may view the Court's docket from here, including but not limited to documents filed with the Court (on the "Register of Actions"), rulings and orders, and other information.

### IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR THE COMPANY'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**
- 2. If you move to a different address, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.**

# **EXHIBIT B**

**ALLOCATION FORM**

*Castellanos vs. Continental Currency Services, Inc.*  
Los Angeles Superior Court No. BC567362

**YOU DO NOT HAVE TO RETURN THIS FORM TO RECEIVE MONEY.**

**HOWEVER, YOU MUST RETURN THIS FORM IF:**  
*YOUR PERSONAL INFORMATION IN SECTION A IS INCORRECT, OR YOU DISAGREE WITH  
THE EMPLOYMENT INFORMATION IN SECTION B*

**SECTION A**

**PERSONAL INFORMATION**

**Name:**  
**Address1**  
**Address2**  
**City, State, Zip**

*Correct Information:*  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**If any of the personal information above is incorrect, YOU MUST provide the correct information in the space provided and return this page to the Settlement Administration at the address shown below.**

**SECTION B**

**EMPLOYMENT INFORMATION**

Based upon employment records provided by Continental Currency Services, Inc. ("Continental" or "Company"), (1) you were employed for a period of time between July 28, 2012 and [redacted]; and worked as a non-exempt employee for a total of [redacted] hours. **Based upon this determination, your anticipated settlement share is \$ [redacted].**

\*\*\*\*\*

**If any of the employment information above is incorrect, YOU MUST provide the correct information in the space provided below and return this page to the Settlement Administration at the address shown below.**

**Complete this section *ONLY IF* you believe that the information set forth in Section B is inaccurate:**

I worked as a non-exempt employee between July 28, 2012 and [redacted] for a total of \_\_\_\_\_ hours. I have included copies of documentation in my possession which supports this number with this document.

When you return this Form to the Settlement Administration, you **MUST** also send documentation that supports or relates to the information that you dispute in Section B. The portion of the form **MUST** be returned to the Settlement Administrator noted below no later than \_\_\_\_\_.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\*\*\*\*\*

IF YOU NEED TO RETURN ANY PART OF THIS FORM TO THE SETTLEMENT ADMINISTRATOR, PLEASE MAIL IT TO THE FOLLOWING ADDRESS

*Castellanos vs. Continental Currency Services, Inc.*

**ATTENTION: Settlement Administrator**

c/o \_\_\_\_\_

**P.O. Box** \_\_\_\_\_

**Your share of the Settlement will be mailed to you at the address provided if the Court grants final approval of the Settlement. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your share of the Settlement.**

# EXHIBIT C

1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)

3 **LAVI & EBRAHIMIAN, LLP**  
4 8889 W. Olympic Blvd., Suite 200  
5 Beverly Hills, California 90211  
6 Telephone: (310) 432-0000  
7 Facsimile: (310) 432-0001

8 Sahag Majarian II, Esq. (State Bar No. 146621)  
9 **LAW OFFICES OF SAHAG MAJARIAN, II**

10 18250 Ventura Boulevard  
11 Tarzana, California 91356  
12 Telephone: (818) 609-0807  
13 Facsimile: (818) 609-0892

14 Attorneys for PLAINTIFF,  
15 ALMA R. CASTELLANOS, on behalf of herself and others similarly situated.

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

18 ALMA R. CASTELLANOS, on behalf of herself  
19 and others similarly situated.

Case No.: BC567362

20 PLAINTIFF,

**CLASS ACTION**

21 vs.

**PLAINTIFF ALMA R. CASTELLANOS’  
SECOND AMENDED COMPLAINT FOR  
DAMAGES AND RESTITUTION AND  
FOR:**

22 CONTINENTAL CURRENCY SERVICES,  
23 INC., a corporation and DOES 1 to 100,  
24 Inclusive.

25 DEFENDANTS.

- 26 **1. FAILURE TO PAY WAGES FOR  
WORKDAYS DEFENDANT  
FAILED TO PROVIDE AN  
ADEQUATE MEAL PERIOD IN  
VIOLATION OF LABOR CODE  
SECTIONS 226.7 AND 512**
- 27 **2. FAILURE TO AUTHORIZE OR  
PERMIT REST PERIODS IN  
VIOLATION OF LABOR CODE  
SECTION 226.7**
- 28 **3. FAILURE TO PAY OVERTIME  
WAGES FOR DAILY OVERTIME  
AND ALL TIME WORKED IN  
VIOLATION OF LABOR CODE  
SECTIONS 510, 1194, AND 1198**



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- 4. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
- 5. **FAILURE TO TIMELY PAY ALL EARNED WAGES DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 6. **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***
- 7. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, *et seq.***

**DEMAND FOR JURY TRIAL**

**NOW COMES** Plaintiff, ALMA R. CASTELLANOS (“Plaintiff”), who alleges and complains against DEFENDANTS CONTINENTAL CURRENCY SERVICES, INC., and DOES 1 to 100, inclusive, (hereinafter, collectively referred to as "Defendants") as follows:

**I. INTRODUCTION**

1. This is a class action lawsuit seeking unpaid wages and interest thereon for unpaid overtime wages, wages to compensate employees for workdays Defendants failed to provide meal periods and rest periods, statutory penalties for failure to provide accurate wage statements, waiting time penalties in the form of continuation wages for failure to timely pay employees, injunctive relief and other equitable relief, reasonable attorney's fees pursuant to Labor Code sections 226(e), 1194, 2699(g)(1); costs; and interest brought on behalf of Plaintiff and others similarly situated.

**II. JURISDICTION AND VENUE**

2. This Court has jurisdiction over Plaintiff's and the Class Members' claims for unpaid overtime wages, unpaid meal and rest period premium wages, statutory penalties for failure to provide accurate wage statements, waiting time penalties and claims for restitution under Business & Professions Code section 17200 *et seq.* because Defendants operate throughout California and

1 employed Plaintiff in Los Angeles County at 6821 Eastern Avenue, Bell Gardens, California 90201.

2 **III. PARTIES**

3 3. Plaintiff brings this action on behalf of herself and other members of the general  
4 public similarly-situated. The named Plaintiff, and the class of persons on whose behalf this action  
5 is filed, are current, former and/or future employees of Defendants who worked as hourly non-  
6 exempt employees. At all times mentioned herein, the currently named Plaintiff is and was a  
7 resident of California and was employed in a non-exempt position by Defendants during the liability  
8 period as a cashier.

9 4. Plaintiff is informed and believes and thereon alleges that Defendant  
10 CONTINENTAL CURRENCY is authorized to do business within the State of California and is  
11 doing business in the State of California and/or that Defendants DOES 1-100 are, and at all times  
12 relevant hereto were, officers, directors, or shareholders of Defendant CONTINENTAL  
13 CURRENCY who were acting on behalf of Defendant CONTINENTAL CURRENCY in the  
14 establishment of, or ratification, of, the aforementioned illegal payroll practices or policies.  
15 Defendant CONTINENTAL CURRENCY operates throughout Los Angeles County and Orange  
16 County and employed Plaintiff in Los Angeles County at 6821 Eastern Avenue, Bell Gardens,  
17 California 90201.

18 5. Defendants employed Plaintiff as an hourly non-exempt employee from on or about  
19 1988, through on or about January 10, 2014.

20 6. Plaintiff is informed and believes and on that basis alleges that CONTINENTAL  
21 CURRENCY employed Plaintiff and other hourly non-exempt employees throughout the State of  
22 California.

23 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
24 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
25 Plaintiff.

26 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
28 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,

1 supervisor, independent contractor and/or employee of each Defendant and had operational control  
2 for Defendants.

3 9. Plaintiff is unaware of the true names of Defendants Does 1 through 100. Plaintiff  
4 sues said defendants by said fictitious names, and will amend this complaint when the true names  
5 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as  
6 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
7 named defendants is in some manner responsible for the events and allegations set forth in this  
8 complaint.

9 10. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each  
10 defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,  
11 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
12 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
13 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all  
14 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this  
15 complaint. Plaintiff is further informed and believes and thereon alleges that each defendant acted  
16 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,  
17 each defendant knew or should have known about, authorized, ratified, adopted, approved,  
18 controlled, aided and abetted the conduct of all other defendants. As used in this complaint,  
19 "Defendant" means "Defendants and each of them," and refers to the Defendants named in the  
20 particular cause of action in which the word appears and includes Defendants CONTINENTAL  
21 CURRENCY and Does 1 through 100.

22 11. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,  
23 employee, and/or joint venturer of each of the other defendants and was acting within the course and  
24 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and  
25 consent of each of the other Defendants.

26 12. Plaintiff makes the allegations in this complaint without any admission that, as to any  
27 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff  
28 reserves all of Plaintiff rights to plead in the alternative.

1 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

2 13. Pursuant to the applicable Industrial Welfare Commission Wage Order (“Wage  
3 Order”), codified at California Code of Regulations title 8, section 11040, Defendants are employers  
4 of Plaintiff within the meaning of the applicable Wage Order and applicable California Labor Code  
5 sections. Therefore, each of these Defendants is jointly and severally liable for the wrongs  
6 complained of herein in violation of the Wage Order and the California Labor Code.

7 14. **Failure to pay non-exempt employees wages to compensate them for workdays**  
8 **Defendants failed to provide adequate meal periods:** Defendants often employ non-exempt  
9 employees, including the named Plaintiff and all others similarly-situated for shifts longer than five  
10 hours in length.

11 15. California law requires an employer to provide an employee an uninterrupted meal  
12 period of no less than 30-minutes in which the employee is relieved of all duties and the employer  
13 relinquishes control over the employee’s activities prior to the employee’s sixth hour of work. Cal.  
14 Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53  
15 Cal.4th 1004. If the employee is not relieved of all duty during a meal period, the meal period shall  
16 be considered an “on duty” meal period and counted as time worked. *Id.* A paid “on duty” meal  
17 period is only permitted when: (1) the nature of the work prevents an employee from being relieved  
18 of all duty; and (2) the parties have a written agreement agreeing to “on duty” meal periods. *Id.*

19 16. If the employee is not free to leave the work premises or worksite during the meal  
20 period, even if the employee is relieved of all other duty during the meal period, the employee still is  
21 subject to the employer's control and the meal period is counted as time worked. *Id.*

22 17. If an employer fails to provide an employee a meal period in accordance with the  
23 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for  
24 each work day that a legally required meal period was not provided or was not duty-free. *Id.*

25 18. Plaintiff and similarly situated employees would work on workdays in shifts long  
26 enough to entitle them to meal periods under California law. Despite that California law requires  
27 employers to provide employees uninterrupted, duty free meal periods of not less than 30 minutes,  
28 Defendants employed a policy and procedure which required Plaintiff and similarly situated

1 employees to take “on duty” meal periods where they were not relieved of all duties. The nature of  
2 the job did not prevent the employee from being relieved of all duty and Defendants did not have a  
3 valid written agreement permitting “on duty” meal periods.

4 19. Defendants failed to count Plaintiff and similarly situated employees’ “on duty” meal  
5 periods as hours worked. In addition, Defendants failed to provide meal period premium wages to  
6 Plaintiff and other similarly situated employees to compensate them for workdays they did not  
7 receive a legally required, duty free meal period of not less than thirty minutes. Defendants  
8 employed policies and procedures which ensured Defendants would not receive legally required  
9 meal periods. Defendants employed policies and procedures which ensured employees did not  
10 receive meal period premium wages to compensate them for workdays that they did not receive all  
11 legally required meal periods. The foregoing practices resulted in Plaintiff and all other similarly  
12 situated employees not receiving credit for hours worked during “on duty” meal periods and not  
13 receiving meal period premium wages to compensate them for workdays which Defendants did not  
14 provide them with duty free meal periods of no less than 30 minutes in compliance with California  
15 law.

16 20. **Failure to pay non-exempt employees wages to compensate them for workdays**  
17 **Defendants failed to provide required rest periods:** Defendants often employed non-exempt  
18 employees, including Plaintiff and all others similarly situated, for shifts at least 3.5 hours in length.

19 21. California law requires an employer to provide an employee a rest period of ten (10)  
20 net minutes for every four hours worked, “which insofar as practicable shall be in the middle of  
21 each work period.” Cal. Lab. Code §226.7; Wage Order §12. Thus, employees are entitled to 10  
22 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts between  
23 six and ten hours in length, 30 minutes for shifts between 10 and 14 hours in length, and so on. *See*  
24 *Brinker, supra*.

25 22. If the employer fails to provide a required rest period, the employer must pay the  
26 employee one hour of pay at the employee’s regular rate of compensation for each work day the  
27 employer did not provide all legally required rest periods. *Id.*

28 23. Plaintiff and similarly situated employees would work on workdays in shifts long

1 enough to entitle them to rest periods under California law. Despite that California law requires  
2 employers to provide employees with duty free rest periods; Defendants failed to provide duty free  
3 rest periods to Plaintiff and other similarly situated employees in compliance with the law.  
4 Defendants also failed to provide wages to Plaintiff and similarly situated employees to compensate  
5 them for workdays they did not receive a legally required rest period.

6 24. Defendants employed policies and procedures which did not authorize and did not  
7 provide for rest periods. Defendants' policies and procedures did not pay employees wages to  
8 compensate them for workdays that they did not receive all legally required rest periods. This  
9 practice resulted in Plaintiff and all other similarly situated employees not receiving wages to  
10 compensate them for workdays which Defendants did not provide them with rest periods in  
11 compliance with California law.

12 25. **Failure to pay wages for all hours worked at the employee's overtime rate of**  
13 **pay:** Defendants employed a policy and procedure which would require employees to take "on duty"  
14 meal periods in which they were not relieved of all duties. The nature of the job did not prevent  
15 Plaintiff and similarly situated employees from being relieved of all duty during meal periods and  
16 Defendants did not have a valid written agreement permitting "on duty" meal periods. Despite the  
17 fact that Defendants' policies and procedures required Plaintiff and others similarly situated to take  
18 "on duty" meal periods, Defendants required Plaintiff and those similarly situated to punch out for  
19 their "on duty" meal periods. Defendants did not count Plaintiff and similarly situated employees'  
20 "on duty" meal periods as hours worked. This resulted in time each work day which Plaintiff and  
21 similarly situated employees were under control of Defendants but were not compensated.

22 26. Labor Code sections 510 and 1194 require an employer to compensate employees a  
23 higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a workweek, and  
24 on any seventh consecutive day of work in a workweek.

25 Any work in excess of eight hours in one workday and any work in excess of 40  
26 hours in any one workweek and the first eight hours worked on the seventh day of  
27 work in any one workweek shall be compensated at the rate of no less than one  
28 and one-half times the regular rate of pay for an employee. Any work in excess of  
12 hours in one day shall be compensated at the rate of no less than twice the  
regular rate of pay for an employee. In addition, any work in excess of eight hours

1 on any seventh day of a workweek shall be compensated at the rate of no less than  
2 twice the regular rate of pay of an employee.

3 (Lab. Code §510.)

4 27. Despite that California law requires employers to pay employees for all hours worked  
5 and at a higher rate of pay when those hours fall during work periods in excess of 8 hours in a  
6 workday and 40 hours in a workweek; Defendants would fail to pay employees wages for their “on  
7 duty” meal periods which Plaintiff and similarly situated employees were under control of  
8 Defendants. To the extent Plaintiff and similarly situated employees had worked 8 hours in the day  
9 and on workweeks they had already worked 40 hours in a workweek excluding their “on duty” meal  
10 periods, they should have been paid overtime for their unpaid “on duty” meal period time. This  
11 resulted in non-exempt employees working time which should have been paid at the legal overtime  
12 rate, but was not paid any wages in violation of Labor Code sections 510, 1194, and the Wage  
13 Orders.

14 28. **Pay Stub Violations:** California Labor Code section 226(a) provides (inter alia) that,  
15 upon paying an employee his or her wages, the employer must “furnish each of his or her employees  
16 ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
17 employee, except for any employee whose compensation is solely based on a salary and who is  
18 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of  
19 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable  
20 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all  
21 deductions made on written orders of the employee may be aggregated and shown as one item, (5)  
22 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the  
23 name of the employee and his or her social security number, (8) the name and address of the legal  
24 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the  
25 corresponding number of hours worked at each hourly rate by the employee.”

26 29. Defendants failed to provide accurate wage and hour statements to Plaintiff and those  
27 similarly situated by failing to include “on duty” meal period wages, missed meal and rest period  
28 premium wages, overtime wages, to which Plaintiff and those similarly situated were entitled.

1           30.     In addition, Defendants failed to include the name and address of the legal entity that  
2 is the employer on each of Plaintiff and similarly situated employees' paystubs in violation of  
3 California Labor Code section 226(a)(8).

4           31.     **Failure to Pay California Employees All Wages Due at Time of**  
5 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an  
6 employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code §  
7 201) or within 72 hours of resignation (Cal. Lab. Code § 202).

8           32.     Because Defendants failed to pay Plaintiff those similarly situated all their earned  
9 wages (including "on duty" meal period wages, overtime wages, and meal and rest period premium  
10 wages) Defendants failed to pay those employees timely after each employee's termination and/or  
11 resignation.

12 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

13           33.     Plaintiff brings this action on behalf of herself, on behalf of all others similarly  
14 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

15           A.     **Meal Period Class:** All current and former non-exempt employees employed  
16 by Defendants in California at any time between July 28, 2012 through the date notice is mailed to a  
17 certified class who did not receive uninterrupted, duty free meal periods due to Defendants' policies  
18 and procedures and/or who took unpaid "on duty" meal periods even though the nature of the job  
19 permitted uninterrupted, duty free meal periods and there was no valid written agreement agreeing  
20 to on duty meal periods.

21           B.     **Rest Period Class:** All current and former non-exempt employees employed  
22 by Defendants in California at any time between July 28, 2012 and through the date notice is mailed  
23 to a certified class who did not receive rest periods due to Defendants' policies and procedures.

24           C.     **Overtime Class:** All current and former non-exempt employees employed by  
25 Defendants in California at any time between July 28, 2012, and through the date notice is mailed to  
26 a certified class who worked more than eight in a day to whom Defendants did not pay overtime  
27 wages.

28           D.     **Wage Statement Class:** All current and former non-exempt employees



1 employed by Defendants in California at any time within the four years prior to the filing of the  
2 initial complaint in this action and through the date notice is mailed to a certified class who received  
3 inaccurate wage statements.

4           E.     **Waiting Time Class:** All current and former non-exempt employees  
5 employed by Defendants in California at any time within December 19, 2013 through the date  
6 notice is mailed to a certified class who did not receive payment of all unpaid wages with the  
7 statutory time period.

8           F.     **California Class:** All aforementioned classes are here collectively referred to  
9 as the "California Class".

10           34.    There is a well-defined community of interest in the litigation and the classes are  
11 ascertainable:

12           A.     **Numerosity:** While the exact number of class members in each class is  
13 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of  
14 all members is impractical under the circumstances of this case.

15           B.     **Common Questions Predominate:** Common questions of law and fact exist  
16 as to all members of the Plaintiff classes and predominate over any questions that affect only  
17 individual members of each class. The common questions of law and fact include, but are not  
18 limited to:

19                   i.     Whether Defendants violated IWC Wage Orders and Labor Code  
20 sections 226.7 and 512 by failing to afford members of the Meal Period Class duty free meal  
21 periods;

22                   ii.    Whether Defendants failed to provide members of the Rest Period  
23 Class, ten (10) minute rest breaks as contemplated by California law for every four hours worked or  
24 major fraction thereof..

25                   iii.   Whether Defendants failed to provide members of the Overtime Class  
26 with the legal rate of overtime pay for all hours worked in excess of 8 hours in a workday or 40  
27 hours in a workweek;

28                   iv.   Whether Defendants failed to provide the Wage Statement Class

1 Members with accurate itemized statement at the time they received their itemized statements;

2 v. Whether Defendants failed to provide the Waiting Time Class with all  
3 of their wages as well as their last wages within the Statutory time period;

4 vi. Whether Defendants committed unlawful business acts or practice  
5 within the meaning of Business and Professions Code section 17200 *et seq.*;

6 vii. Whether Class Members are entitled to unpaid wages, penalties and  
7 other relief in conjunction with their claims; and

8 viii. Whether, as a consequence of Defendant's unlawful conduct, the Class  
9 Members are entitled to restitution, and/or equitable relief;

10 ix. Whether Defendant's affirmative defenses, if any, raise any common  
11 issues of law or fact as to Plaintiff, and the Class Members as a whole.

12 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in  
13 each of the classes. Plaintiff and the members of the Meal Period Class sustained damages arising  
14 out of Defendants' failure to provide duty free meal periods and failure pay meal period wages for  
15 workdays in which employees did not receive their legally required meal periods. Plaintiff and the  
16 members of the Rest Period Class sustained damages arising out of Defendants' failure to pay rest  
17 period wages for workdays in which employees did not receive their legally required rest periods.  
18 Plaintiff and the members of the Overtime Class sustained damages arising out of Defendants'  
19 failure to pay overtime wages for workdays in which employees worked more than eight hours or  
20 workdays in which employees were subject to Defendants' control but not paid for their time,  
21 resulting in workdays in which employees worked more than eight hours. Plaintiff and the  
22 members of the Wage Statement Class sustained damages arising out of Defendants' failure to  
23 furnish them with accurate itemized wage statements in compliance with California Labor Code  
24 section 226. Plaintiff and the members of the Waiting Time Class sustained damages arising out of  
25 Defendants' failure to provide all unpaid yet earned wages and/or final paycheck for last pay period  
26 worked due upon separation of employment.

27 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the  
28 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the

1 other class members.

2 E. **Superiority:** A class action is superior to other available means for the fair  
3 and efficient adjudication of this controversy. Because individual joinder of all members of each  
4 class is impractical, class action treatment will permit a large number of similarly situated persons to  
5 prosecute their common claims in a single forum simultaneously, efficiently, and without the  
6 unnecessary duplication of effort and expense that numerous individual actions would engender.  
7 The expenses and burdens of individual litigation would make it difficult or impossible for  
8 individual members of each class to redress the wrongs done to them, while important public  
9 interests will be served by addressing the matter as a class action. The cost to and burden on the  
10 court system of adjudication of individualized litigation would be substantial, and substantially  
11 more than the costs and burdens of a class action. Individualized litigation would also present the  
12 potential for inconsistent or contradictory judgments.

13 F. **Public Policy Consideration:** Employers throughout the state violate wage  
14 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or  
15 indirect retaliation. Former employees fear bringing actions because they perceive their former  
16 employers can blacklist them in their future endeavors with negative references and by other means.  
17 Class actions provide the class members who are not named in the complaint with a type of  
18 anonymity that allows for vindication of their rights.

19 **I. FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES FOR WORKDAYS DEFENDANT FAILED TO PROVIDE AN**  
21 **ADEQUATE MEAL PERIOD IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND**

22 **512**

23 **(As Against All Defendants by the Meal Period Class)**

24 35. Plaintiff incorporates paragraphs 1 through 34 above as though fully set forth herein.

25 36. California law requires an employer to provide an employee an uninterrupted meal  
26 period of no less than 30-minutes in which the employee is relieved of all duties and the employer  
27 relinquishes control over the employee's activities prior to the employee's sixth hour of work. Cal.  
28 Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53

1 Cal.4th 1004. If the employee is not relieved of all duty during a meal period, the meal period shall  
2 be considered an “on duty” meal period and counted as time worked. *Id.* A paid “on duty” meal  
3 period is only permitted when: (1) the nature of the work prevents an employee from being relieved  
4 of all duty; and (2) the parties have a written agreement agreeing to “on duty” meal periods. *Id.* If  
5 the employee is not free to leave the work premises or worksite during the meal period, even if the  
6 employee is relieved of all other duty during the meal period, the employee is subject to the  
7 employer's control and the meal period is counted as time worked. If an employer fails to provide  
8 an employee a meal period in accordance with the law, the employer must pay the employee one  
9 hour of pay at the employee’s regular rate of compensation for each work day that a legally required  
10 meal period was not provided or was not duty free. *Id.*

11 37. Plaintiff and similarly situated employees would work on workdays in shifts long  
12 enough to entitle them to meal periods under California law. Despite that California law requires  
13 employers to provide employees with duty free meal periods when they have worked a sufficient  
14 amount of hours, Defendants failed to provide employees a full duty free thirty minute meal period  
15 for each five hour period of work as required by law. Instead, Defendants required Plaintiff and  
16 those similarly situated to clock out but remain “on duty” during their meal periods. Nothing in the  
17 nature of Plaintiff and similarly situated employees’ work prevented them from being relieved of all  
18 duty during meal periods and the Parties did not have a valid written agreement agreeing to “on  
19 duty” meal periods. Defendants failed to compensate Plaintiff and those similarly situated for their  
20 “on duty” meal periods as time worked.

21 38. Defendants also failed to provide wages to Plaintiff and similarly situated employees  
22 to compensate them for workdays they did not receive their legally required duty free meal period.  
23 Defendants employed policies and procedures which ensured Plaintiff and similarly situated  
24 employees would not receive a legally required, duty free full 30 minute meal periods. Defendants  
25 employed policies and procedures which ensured employees did not receive any wages to  
26 compensate them for workdays that they did not receive a full meal period. These practices resulted  
27 in Plaintiff and all other similarly situated employees not receiving wages to compensate them for  
28 workdays which Defendants did not provide them with all required meal periods including a second

1 duty free meal period in compliance with California law.

2 39. Defendants' policies and procedures made it impossible for Plaintiff and other Meal  
3 Period Class members from receiving all legally required, duty free meal periods and prevented  
4 Defendants from making such meal breaks available to Plaintiff and other Meal Period Class  
5 Members when they worked a minimum of five hours in a work period.

6 40. Defendants' unlawful conduct alleged herein occurred in the course of employment  
7 of Plaintiff and all others similarly situated and such conduct has continued through the filing of this  
8 Complaint.

9 41. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff  
10 and the California Meal Period Class Members for one hour of additional pay at the regular rate of  
11 compensation for each workday that the proper meal period was not provided, pursuant to Labor  
12 Code section 226.7 and the Wage Orders.

13 42. Plaintiff, on behalf of himself and on behalf of the Meal Period Class, seeks  
14 damages and all other relief allowable including a missed meal break wage for each workday the  
15 employee was not provided with a second thirty (30) minute uninterrupted meal break, prejudgment  
16 and pre-judgment interest.

17 43. WHEREFORE, Plaintiff and the Meal Period Class Members are entitled to one hour  
18 of pay for each workday they missed a meal break and pre-judgment interest.

19 **II. SECOND CAUSE OF ACTION**

20 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR**

21 **CODE SECTION 226.7**

22 **(As Against All Defendants by the Rest Period Class)**

23 44. Plaintiff incorporates paragraphs 1 through 43 above as though fully set forth herein.

24 45. At times relevant to this Complaint, Plaintiff and the members of the Rest Period  
25 Class were non-exempt employees of Defendants covered by California Labor Code section 226.7  
26 and the Wage Order.

27 46. California law requires an employer to authorize or permit an employee to take a rest  
28 period of ten (10) net minutes for every four hours worked. Cal. Lab. Code §226.7; Wage Order

1 §12. Such rest periods must be in the middle of the four-hour period “insofar as practicable.” *Id.* If  
2 the employer fails to provide any required rest period, the employer must pay the employee one hour  
3 of pay at the employee’s regular rate of compensation for each work day the employer did not  
4 provide at least one legally required rest period. *Id.*

5 47. Defendants failed to provide Plaintiff and the Class Members all required rest  
6 periods and failed to pay wages to Plaintiff and similarly situated employees to compensate them for  
7 each workday they did not receive all legally required rest periods. Defendants employed policies  
8 and procedures which ensured Plaintiff and similarly situated employees would not receive all  
9 legally required rest periods.

10 48. Defendants employed policies and procedures which ensured Plaintiff and similarly  
11 situated employees did not receive any wages to compensate them for workdays that they did not  
12 receive all legally required rest periods.

13 49. This practice resulted in Plaintiff and all other similarly situated employees not  
14 receiving wages to compensate them for workdays which Defendants did not provide them with rest  
15 periods in compliance with California law.

16 50. Plaintiff, on behalf of herself and on behalf of the Rest Period Class, seeks damages  
17 and all other relief allowable including: rest period wages for each workday the employee was not  
18 provided with all required rest periods of ten net minutes; and prejudgment interest.

19 51. Pursuant to California Labor Code section 226.7 and the Wage Order, Plaintiff and  
20 the Rest Period Class Members are entitled to one hour of pay for each workday Defendants failed  
21 to provide all required rest periods, plus pre-judgment interest.

22 **III. THIRD CAUSE OF ACTION**  
23 **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME AND ALL TIME**  
24 **WORKED IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**  
25 **(As Against All Defendants by the Overtime Class)**

26 52. Plaintiff hereby incorporates by reference paragraphs 1-51 above, as if fully set  
27 herein by reference.

28 53. At times relevant to this Complaint, Plaintiff and the members of the Overtime Class

1 were non-exempt employees of Defendants covered by California Labor Code sections 510 and  
2 1194 and the Wage Order.

3 54. Pursuant to California Labor Code sections 510 and 1194 and the Wage Order, non-  
4 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of 8  
5 hours in a workday.

6 55. California Labor Code section 510, subdivision (a), states in relevant part:

7 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in  
8 one workday and any work in excess of 40 hours in any one workweek and the first  
9 eight hours worked on the seventh day of work in any one workweek shall be  
10 compensated at the rate of no less than one and one-half times the regular rate of pay  
11 for an employee. Any work in excess of 12 hours in one day shall be compensated at  
12 the rate of no less than twice the regular rate of pay for an employee. In addition, any  
13 work in excess of eight hours on any seventh day of a workweek shall be  
14 compensated at the rate of no less than twice the regular rate of pay of an employee.  
15 Nothing in this section requires an employer to combine more than one rate of  
16 overtime compensation in order to calculate the amount to be paid to an employee  
17 for any hour of overtime work.

18 56. Further, California Labor Code section 1198 provides,

19 The maximum hours of work and the standard conditions of labor fixed by the  
20 commission shall be the maximum hours of work and the standard conditions of  
21 labor for employees. The employment of any employee for longer hours than those  
22 fixed by the order or under conditions of labor prohibited by the order is unlawful.

23 57. Defendants' payroll policies and procedures required employees of the Overtime  
24 Class to work in excess of eight hours in a workday but Defendants did not pay employees' wages  
25 for this time.

26 58. Specifically, Defendants would fail to pay Plaintiff and similarly situated employees'  
27 wages for their "on duty" meal periods during which they were under control of Defendants. To the  
28 extent the employees had worked 8 hours in the day and on workweeks they had already worked 40  
hours in a workweek excluding their "on duty" meal periods, the employees should have been paid  
overtime for their unpaid "on duty" meal period time. Plaintiff and other similarly situated  
employees' unpaid, "on duty" meal periods often occurred in work periods during which the Class  
Members had already worked at least eight hours in a workday. To the extent the unpaid work

1 occurred during such work periods such that it forced the Class Members to work overtime hours  
2 during a workday, Defendants were required to pay employees wages at an overtime rate of pay.

3 59. As a result of Defendants' unlawful conduct, Plaintiff and members of the Overtime  
4 Class have suffered damages in an amount subject to proof, to the extent that they were not paid  
5 wages at an overtime rate of pay for all on-the-clock and off-the-clock hours worked which  
6 constitute overtime.

7 60. Pursuant to California Labor Code section 1194, Plaintiff and the Overtime Class  
8 members are entitled to recover the full amount of their unpaid overtime wages, prejudgment  
9 interest and attorneys' fees and costs.

10 **IV. FOURTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**  
12 **VIOLATION OF LABOR CODE SECTION 226**

13 **(As Against All Defendants by the Wage Statement Class)**

14 61. Plaintiff incorporates paragraphs 1 through 60 of this complaint as if fully alleged  
15 herein.

16 62. At all relevant times, Plaintiff and the other members of the Wage Statement Class  
17 were non-exempt employees of Defendants covered by California Labor Code section 226.

18 63. Pursuant to California Labor Code section 226, subdivision (a), Plaintiff and the  
19 other members of the class were entitled to receive, semimonthly or at the time of each payment of  
20 wages, an itemized wage statement accurately stating the following:

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



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

3 64. Defendants' illegal wage practices, including but not limited to Defendants' failure to  
4 pay wages for "on duty" meal periods, failure to pay overtime wages for all overtime hours worked,  
5 and failure to pay meal and rest period premium wages, resulted in Defendants providing their  
6 hourly employees with inaccurate itemized wage statements in violation of California Labor Code  
7 section 226.

8 65. Defendants provided Plaintiff and members of the Class with itemized statements  
9 which stated inaccurate information including, but not limited to, the gross and net pay, and all  
10 applicable hourly rates and earnings at each rate.

11 66. Defendants' failure to provide Plaintiff and members of the Wage Statement Class  
12 with accurate wage statements was knowing and intentional. Defendants had the ability to provide  
13 Plaintiff and members of the Class with accurate wage statements but intentionally provided wage  
14 statements that Defendants knew were not accurate. Defendants knowingly and intentionally put in  
15 place practices which deprived employees of wages and resulted in Defendants' knowing and  
16 intentional providing of inaccurate wage statements. These practices included Defendants' failure  
17 to include all hours worked and all wages due.

18 67. As a result of Defendants' unlawful conduct, Plaintiff and members of the Class have  
19 suffered injury. The absence of accurate information on their wage statements has prevented earlier  
20 challenges to Defendants' unlawful pay practices, will require discovery and mathematical  
21 computations to determine the amount of wages owed, and will cause difficulty and expense in  
22 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of  
23 inaccurate information about wages and amounts deducted from wages to state and federal  
24 government agencies. As a result, Plaintiff and similarly situated employees are required to  
25 participate in this lawsuit and create more difficulty and expense for Plaintiff and similarly situated  
26 employees from having to reconstruct time and pay records than if Defendants had complied with  
27 their legal obligations.

28 68. Pursuant to California Labor Code section 226(e), Plaintiff and members of the

1 Wage Statement Class are entitled to recover fifty dollars per employee for the initial pay period in  
2 which a Section 226 violation occurred and one hundred dollars per employee per violation for each  
3 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

4 69. Pursuant to California Labor Code Section 226(g), Plaintiff and members of the  
5 Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants'  
6 compliance with California Labor Code section 226(a). Injunctive relief is warranted because  
7 Defendants continue to provide currently employed members of the Class with inaccurate wage  
8 statements in violation of California Labor Code section 226(a) and currently employed members of  
9 the Class have no adequate legal remedy for the continuing injuries that will be suffered as a result  
10 of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring  
11 Defendants' compliance with California Labor Code section 226(a).

12 70. Pursuant to California Labor Code sections 226(e) and 226(g), Plaintiff and members  
13 of the Wage Statement Class are entitled to recover the full amount of penalties due under Section  
14 226(e), reasonable attorney fees, and costs of suit.

15 **V. FIFTH CAUSE OF ACTION**  
16 **FAILURE TO TIMELY PAY ALL EARNED WAGES DUE AT TIME OF SEPARATION**  
17 **OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**  
18 **(As Against All Defendants by the Waiting Time Class)**

19 71. Plaintiff incorporates paragraphs 1 through 70 of this complaint as if fully alleged  
20 herein.

21 72. At all relevant times, Plaintiff and the other members of the Waiting Time Class  
22 were employees of Defendants covered by Labor Code Sections 201 or 202.

23 73. Pursuant to Labor Code Sections 201 or 202, Plaintiff and members of the Waiting  
24 Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior  
25 to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior  
26 to discharge immediately upon termination. Employees who resigned were entitled to payment of all  
27 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if  
28 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid

1 prior to resignation at the time of resignation.

2 74. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages  
3 earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202. Plaintiff  
4 is informed and believes and thereon alleges that at all relevant times within the limitations period  
5 applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly  
6 employees upon separation of employment wages for all unpaid wages and/or not paying them final  
7 wages timely upon separation of employment.

8 75. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all wages  
9 earned prior to termination timely in accordance with Labor Code Sections 201 or 202 was willful.  
10 Defendants had the ability to pay all wages earned by hourly workers prior to termination in  
11 accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or practices  
12 incompatible with the requirements of Labor Code Sections 201 or 202. Defendants practices  
13 including: failure to properly calculate and pay all "on duty" meal period wages; failure to pay  
14 overtime wages; and failure to pay meal and rest period premium wages for workdays employees  
15 did not receive meal and rest periods in compliance with California law. When Defendants failed to  
16 pay hourly workers timely upon termination all wages earned prior to termination, Defendants knew  
17 what they were doing and intended to do what they did. These unpaid wages included all unpaid  
18 overtime.

19 76. Pursuant to Labor Code Section 201 or 202, Plaintiff and members of the Waiting  
20 Time Class are entitled to all wages earned prior to termination that Defendants did not pay them.

21 77. Pursuant to Labor Code Section 203, Plaintiff and members of the Waiting Time  
22 Class are entitled to continuation of their wages, from the day their earned and unpaid wages were  
23 due upon termination until paid, up to a maximum of 30 days.

24 78. As a result of Defendants conduct, Plaintiff and members of the Waiting Time Class  
25 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages  
26 earned prior to termination.

27 79. As a result of Defendants conduct, Plaintiff and members of the 203 Class have  
28 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation

1 wages owed under Labor Code Section 203.

2 80. Pursuant to Labor Code Sections Plaintiff and members of the Waiting Time Class  
3 are entitled to recover the full amount of their unpaid wages, continuation wages under Section 203,  
4 and interest thereon.

5 **VI. SIXTH CAUSE OF ACTION**  
6 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS**  
7 **CODE SECTION 17200, *et seq.***

8 **(As Against All Defendants by the California Class)**

9 81. Plaintiff incorporates paragraphs 1 through 80 of this complaint as if fully alleged  
10 herein.

11 82. The unlawful conduct of Defendants alleged herein constitutes unfair competition  
12 within the meaning of California Business and Professions Code Section 17200. This unfair conduct  
13 includes Defendants' use of policies and procedures which resulted in failing to pay employees for  
14 "on duty" meal periods; failure to pay overtime by failing to account for all time Plaintiff and  
15 similarly situated employees worked; failure to provide rest periods; failure to pay meal and rest  
16 period premium wages; providing inaccurate wage statements; and untimely paying all unpaid  
17 wages after separation of employment. Due to Defendants' unfair and unlawful business practices in  
18 violation of the Labor Code, Defendants have gained a competitive advantage over other  
19 comparable companies doing business in the State of California that comply with their obligations  
20 to pay employees for all hours worked.

21 83. As a result of Defendants' unfair competition as alleged herein, Plaintiff and  
22 members of the Meal Period Class, Rest Period Class, Overtime Class, Wage Statement Class, and  
23 Waiting Time Class have suffered injury in fact and lost money or property, as described in more  
24 detail above.

25 84. Pursuant to California Business and Professions Code Section 17203, Plaintiff and  
26 members of the Meal Period Class, Rest Period Class, Overtime Class, Wage Statement Class, and  
27 Waiting Time Class are entitled to restitution of all wages and other monies rightfully belonging to  
28 them that Defendants failed to pay them and wrongfully retained by means of their unlawful and

1 unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the  
2 California Class enjoining Defendants, and any and all persons acting in concert with them, from  
3 engaging in each of the unlawful practices, policies and patterns set forth herein.

4 **VII. SEVENTH CAUSE OF ACTION**  
5 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
6 **2004, LABOR CODE SECTION 2698, et seq.**

7 **(As Against All Defendants)**

8 85. Plaintiff incorporates paragraphs 1 through 84 of this complaint as if fully alleged  
9 herein

10 86. During the one-year period preceding the filing of the initial complaint in this action,  
11 Defendants violated California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and  
12 1198 as alleged in more detail above.

13 87. Specifically, Defendants have committed the following violations of the California  
14 Labor Code:

15 (a) **Failure to pay non-exempt employees wages to compensate them for**  
16 **workdays Defendants failed to provide adequate meal periods:** Defendants often employ non-  
17 exempt employees, including the named Plaintiff and all others similarly-situated for shifts longer  
18 than five hours in length. California law requires an employer to provide an employee an  
19 uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties  
20 and the employer relinquishes control over the employee's activities prior to the employee's sixth  
21 hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super Ct.*  
22 *(Hohnbaum)* (2012) 53 Cal.4th 1004. If the employee is not relieved of all duty during a meal  
23 period, the meal period shall be considered an "on duty" meal period and counted as time worked.  
24 *Id.* A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an  
25 employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to  
26 "on duty" meal periods. *Id.* If the employee is not free to leave the work premises or worksite  
27 during the meal period, even if the employee is relieved of all other duty during the meal period, the  
28 employee still is subject to the employer's control and the meal period is counted as time worked.

1 *Id.* If an employer fails to provide an employee a meal period in accordance with the law, the  
2 employer must pay the employee one hour of pay at the employee’s regular rate of pay for each  
3 work day that a legally required meal period was not provided or was not duty-free. *Id.* Plaintiff  
4 and similarly situated employees would work on workdays in shifts long enough to entitle them to  
5 meal periods under California law. Despite that California law requires employers to provide  
6 employees uninterrupted, duty free meal periods of not less than 30 minutes. Instead, Defendants  
7 employed a policy and procedure which required Plaintiff and similarly situated employees to take  
8 “on duty” meal periods where they were not relieved of all duties. In addition, Defendants failed to  
9 provide meal period premium wages to Plaintiff and other similarly situated employees to  
10 compensate them for workdays they did not receive a legally required, duty free meal period of not  
11 less than thirty minutes. Defendants employed policies and procedures which ensured Defendants  
12 would not receive legally required meal periods. Defendants employed policies and procedures  
13 which ensured employees did not receive meal period premium wages to compensate them for  
14 workdays that they did not receive all legally required meal periods. The foregoing practices  
15 resulted in Plaintiff and all other similarly situated employees not receiving credit for hours worked  
16 during “on duty” meal periods and not receiving meal period premium wages to compensate them  
17 for workdays which Defendants did not provide them with duty free meal periods of no less than 30  
18 minutes in compliance with California law.

19 (b) **Failure to pay non-exempt employees wages to compensate them for**  
20 **workdays Defendants failed to provide required rest periods:** Defendants often employed non-  
21 exempt employees, including Plaintiff and all others similarly situated, for shifts at least 3.5 hours in  
22 length. California law requires an employer to provide an employee a rest period of ten (10) net  
23 minutes for every four hours worked, “which insofar as practicable shall be in the middle of each  
24 work period.” Cal. Lab. Code §226.7; Wage Order §12. Thus, employees are entitled to 10 minutes  
25 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts between six and  
26 ten hours in length, 30 minutes for shifts between 10 and 14 hours in length, and so on. *See*  
27 *Brinker, supra*. If the employer fails to provide a required rest period, the employer must pay the  
28 employee one hour of pay at the employee’s regular rate of compensation for each work day the

1 employer did not provide all legally required rest periods. *Id.* Plaintiff and similarly situated  
2 employees would work on workdays in shifts long enough to entitle them to rest periods under  
3 California law. Despite that California law requires employers to provide employees with duty free  
4 rest periods; Defendants failed to provide duty free rest periods to Plaintiff and other similarly  
5 situated employees in compliance with the law. Defendants also failed to provide wages to Plaintiff  
6 and similarly situated employees to compensate them for workdays they did not receive a legally  
7 required rest period. Defendants employed policies and procedures which did not authorize and did  
8 not provide for rest periods. Defendants' policies and procedures did not pay employees wages to  
9 compensate them for workdays that they did not receive all legally required rest periods. This  
10 practice resulted in Plaintiff and all other similarly situated employees not receiving wages to  
11 compensate them for workdays which Defendants did not provide them with rest periods in  
12 compliance with California law.

13 (c) **Failure to pay wages for all hours worked at the employee's overtime**  
14 **rate of pay:** Defendants employed a policy and procedure which would require employees to take  
15 "on duty" meal periods in which they were not relieved of all duties. Defendants did not count  
16 Plaintiff and similarly situated employees' "on duty" meal periods as hours worked. This resulted in  
17 time each work day which Plaintiff and similarly situated employees were under control of  
18 Defendants but were not compensated. Labor Code sections 510 and 1194 require an employer to  
19 compensate employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40  
20 hours in a workweek, and on any seventh consecutive day of work in a workweek. Any work in  
21 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and  
22 the first eight hours worked on the seventh day of work in any one workweek shall be compensated  
23 at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work  
24 in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular  
25 rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a  
26 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
27 employee. (Lab. Code §510.) Despite that California law requires employers to pay employees for  
28 all hours worked and at a higher rate of pay when those hours fall during work periods in excess of

1 8 hours in a workday and 40 hours in a workweek; Defendants would fail to pay employees wages  
2 for their “on duty” meal periods which Plaintiff and similarly situated employees were under control  
3 of Defendants. To the extent Plaintiff and similarly situated employees had worked 8 hours in the  
4 day and on workweeks they had already worked 40 hours in a workweek excluding their “on duty”  
5 meal periods, they should have been paid overtime for their unpaid “on duty” meal period time. This  
6 resulted in non-exempt employees working time which should have been paid at the legal overtime  
7 rate, but was not paid any wages in violation of Labor Code sections 510, 1194, and the Wage  
8 Orders.

9 (d) **Pay Stub Violations:** California Labor Code section 226(a) provides (inter  
10 alia) that, upon paying an employee his or her wages, the employer must “furnish each of his or her  
11 employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours  
12 worked by the employee, except for any employee whose compensation is solely based on a salary  
13 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable  
14 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any  
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that  
16 all deductions made on written orders of the employee may be aggregated and shown as one item,  
17 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)  
18 the name of the employee and his or her social security number, (8) the name and address of the  
19 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period  
20 and the corresponding number of hours worked at each hourly rate by the employee.” Defendants  
21 failed to provide accurate wage and hour statements to Plaintiff and those similarly situated by  
22 failing to include “on duty” meal period wages, missed meal and rest period premium wages,  
23 overtime wages, to which Plaintiff and those similarly situated were entitled. In addition,  
24 Defendants failed to include the name and address of the legal entity that is the employer on each of  
25 Plaintiff and similarly situated employees’ paystubs in violation of California Labor Code section  
26 226(a)(8).

27 (e) **Failure to Pay California Employees All Wages Due at Time of**  
28 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an



1 employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code §  
2 201) or within 72 hours of resignation (Cal. Lab. Code § 202). Because Defendants failed to pay  
3 Plaintiff those similarly situated all their earned wages (including “on duty” meal period wages,  
4 overtime wages, and meal and rest period premium wages) Defendant failed to pay those employees  
5 timely after each employee’s termination and/or resignation.

6 88. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,  
7 on behalf of him or herself and other current and former employees, to bring a civil action to recover  
8 civil penalties and unpaid wages against all Defendants pursuant to the procedures specified in  
9 Labor Code section 2699.3.

10 89. Plaintiff has complied with the procedures for bringing suit specified in Labor Code  
11 section 2699.3. By letters dated and postmarked December 19, 2014, Plaintiff gave written notice  
12 by certified mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of  
13 the specific provisions of the Labor Code alleged to have been violated, including the facts and  
14 theories to support the alleged violations. True and correct copies of Plaintiff’s letters are attached  
15 hereto as **Exhibit 1** and **Exhibit 2**, respectively, and are hereby incorporated by reference.

16 90. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
17 certified mail to the parties that it intends to investigate the alleged violation of the Labor Code  
18 within 33 days of the date of the complainant’s written notice. As of January 21, 2015, the LWDA  
19 did not provide Plaintiff notice that it intended to investigate her allegations.

20 91. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
21 penalties and wages for Defendants’ violations of Labor Code sections 201, 202, 226, 226.7, 510,  
22 512, and 1194.

23 (a) For violations of Labor Code sections 201 or 202, one hundred dollars (\$100)  
24 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)  
25 for each aggrieved employee per pay period for each subsequent violation [penalty amounts  
26 established by Labor Code section 2699(f)(2)];

27 (b) For violations of Labor Code section 226, two hundred fifty dollars (\$250)  
28 for each aggrieved employee for each initial violation, and one thousand dollars (\$1,000) for each

1 aggrieved employee per pay period for each subsequent violation [penalty amounts established by  
2 Labor Code section 226.3];

3 (c) For violations of Labor Code section 226.7, one hundred dollars (\$100) for  
4 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for  
5 each aggrieved employee per pay period for each subsequent violation [penalty amounts established  
6 by Labor Code section 2699(f)(2)];

7 (d) For violations of Labor Code section 510, fifty dollars (\$50) for each  
8 aggrieved employee for each pay period for the initial violation, and for each subsequent violation,  
9 one hundred (\$100) for each underpaid employee for each pay period [penalty amounts established  
10 by California Labor Code section 2699(f)(2)];

11 (e) For violations of Labor Code section 512, fifty dollars (\$50) for each  
12 aggrieved employee for each pay period for the initial violation, and for each subsequent violation,  
13 one hundred (\$100) for each underpaid employee for each pay period [penalty amounts established  
14 by California Labor Code section 2699(f)(2)]; and

15 (f) For violations of Labor Code section 1194, one hundred dollars (\$100) for  
16 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for  
17 each aggrieved employee per pay period for each subsequent violation penalty amounts established  
18 by California Labor Code section 2699(f)(2)].

19 92. Pursuant to California Labor Code section 2699 (g)(1), Plaintiff is entitled to an  
20 award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE, PLAINTIFF, ON HER BEHALF AND ON BEHALF OF THOSE**  
23 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

24 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH CAUSES**  
25 **OF ACTION:**

26 1. That the Court determine that this action may be maintained as a class action (for the  
27 entire California Class and/or any and all of the specified sub-classes) pursuant to California Code  
28 of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as class representative for the California Class (and all sub-classes thereof);

3. A declaratory judgment that the practices complained herein are unlawful; and,

4. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein.

**ON THE FIRST CAUSE OF ACTION:**

1. That the Defendants be found to have violated the meal break provisions of the California Labor Code and the Wages Order as to the Plaintiffs and the Meal Period Class;

2. For damages, according to proof, including unpaid meal period premium wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 218.6, and post-judgment interest; and

5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

**ON THE SECOND CAUSE OF ACTION:**

1. That Defendants be found to have violated the rest period provisions of the California Labor Code and the Wage Order as to Plaintiff and the Rest Period Class;

2. For damages, according to proof, including unpaid rest period premium wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under California Labor Code section 218.6, and post-judgment interest; and

5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

**ON THE THIRD CAUSE OF ACTION:**

1. That Defendants be found to have violated the overtime provisions of the California Labor Code and the Wage Order as to Plaintiff and the Overtime Class;

2. For damages, according to proof, including but not limited to unpaid overtime wages;

- 1           3.       For any and all legally applicable penalties;
- 2           4.       For pre-judgment interest, including but not limited to that recoverable under
- 3 California Labor Code section 1194, and post-judgment interest;
- 4           5.       For attorneys' fees and costs of suit, including but not limited to that recoverable
- 5 under California Labor Code section 1194; and,
- 6           6.       For such and other further relief, in law and/or equity, as the Court deems just or
- 7 appropriate.

**ON THE FOURTH CAUSE OF ACTION:**

- 9           1.       That Defendants be found to have violated the provisions of the California Labor
- 10 Code regarding accurate itemized paystubs as to the Wage Statement Class;
- 11           2.       For damages and/or penalties, according to proof, including damages and/or statutory
- 12 penalties under California Labor Code section 226(e) and any other legally applicable damages or
- 13 penalties;
- 14           3.       For pre-judgment interest and post-judgment interest;
- 15           4.       For attorneys' fees and costs of suit, including but not limited to that recoverable
- 16 under California Labor Code section 226(e); and,
- 17           5.       For such and other further relief, in law and/or equity, as the Court deems just or
- 18 appropriate.

**ON THE FIFTH CAUSE OF ACTION:**

- 20           1.       That Defendants be found to have violated the provisions of the California Labor
- 21 Code regarding payment of all unpaid wages due upon resignation or termination as to the Waiting
- 22 Time Class;
- 23           2.       For damages and/or penalties, according to proof, including damages and/or statutory
- 24 penalties under California Labor Code section 203 and any other legally applicable damages or
- 25 penalties;
- 26           3.       For pre-judgment interest, including under California Labor Code section 218.6, and
- 27 post-judgment interest; and,
- 28           4.       For such and other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

2 **ON THE SIXTH CAUSE OF ACTION:**

3 1. That Defendants be found to have violated California Business and Professions Code  
4 section 17200, et seq., for the conduct alleged herein as to all Classes;

5 2. A declaratory judgment that the practices complained herein are unlawful;

6 3. An injunction against Defendants enjoining them, and any and all persons acting in  
7 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth  
8 herein;

9 4. For restitution to the full extent permitted by law; and,

10 5. For such and other further relief, in law and/or equity, as the Court deems just or  
11 appropriate.

12 **ON THE SEVENTH CAUSE OF ACTION:**

13 1. That Defendants be found to have violated the provisions of the California Labor  
14 Code and Wage Order as to Plaintiff and current and former aggrieved employees;

15 2. For any and all legally applicable penalties, including but not limited to that  
16 recoverable under California Labor Code sections 2699(f), 201, 202, 226, 226.7, 510, 512, 1194,  
17 and 1197.

18 3. For attorneys' fees and costs of suit, including, but not limited to, that recoverable  
19 under California Labor Code section 2699(g); and

20 4. For such and other further relieve, in law and/or equity, as the Court deems just or  
21 appropriate.

22 Dated: February 17, 2017

23 Respectfully submitted,  
24 **LAVI & EBRAHIMIAN, LLP**

25 By: 

26 Joseph Lavi, Esq.  
27 Vincent C. Granberry, Esq.  
28 Attorneys for PLAINTIFF  
ALMA R. CASTELLANOS  
and Other Class Members

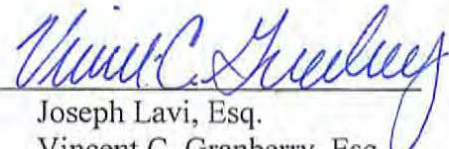
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**DEMAND FOR JURY TRIAL**

PLAINTIFF ALMA R. CASTELLANOS demands a trial by jury for herself and the California Class on all claims so triable.

Dated: February 17, 2017

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By:   
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Attorneys for PLAINTIFF  
ALMA R. CASTELLANOS  
and Other Class Members