

1 Jahan C. Sagafi (Cal. Bar No. 224887)
2 Jared W. Goldman (Cal. Bar No. 330574)
3 OUTTEN & GOLDEN LLP
4 One California Street, 12th Floor
5 San Francisco, CA 94111
6 Telephone: (415) 638-8800
7 Facsimile: (415) 638-8810
8 E-Mail: jsagafi@outtengolden.com
9 E-Mail: jgoldman@outtengolden.com

10 ELLISON, WHALEN & BLACKBURN
11 Attorneys at Law
12 PATRICK J. WHALEN
13 State Bar No. 173489
14 1201 K Street, Ste. 1960
15 Sacramento, CA 95814
16 Telephone: (916) 448-2187
17 Facsimile: (916) 448-5346
18 E-mail: attorneys@ellisonlawoffices.com

19 *Counsel for Plaintiff, the Proposed Class Members, and the*
20 *Aggrieved Employees*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **SAN FRANCISCO COUNTY**
23 **UNLIMITED CIVIL JURISDICTION**

24 ALLISON ACOSTA, on behalf of herself
25 and all those similarly situated,

26 Plaintiff,

27 v.

28 STATE OF CALIFORNIA, CALIFORNIA
DEPARTMENT OF HUMAN
RESOURCES, and BETTY T. YEE, in her
official capacity as State Controller of the
State of California,

Defendants.

ENDORSED
FILED
San Francisco County Superior Court

SEP 03 2020

CLERK OF THE COURT

By: NEYL WEBB
Deputy Clerk

Case No. CGC-20-586403

**CLASS ACTION AND PAGA
COMPLAINT FOR VIOLATIONS OF
THE LABOR CODE, UNFAIR
COMPETITION LAW, AND
CALIFORNIA COMMON LAW;**

**CLAIMS FOR DAMAGES AND CIVIL
PENALTIES;**

DEMAND FOR JURY TRIAL

1 Plaintiff Allison Acosta (“Plaintiff”), on behalf of herself and all others similarly situated, and in
2 her capacity as an Aggrieved Employee under the Private Attorneys General Act of 2004, Labor Code
3 §§ 2698, *et seq.* (“PAGA”), alleges as follows:

4 **SUMMARY OF CLAIMS**

5 1. Plaintiff works for the State of California pursuant to a collectively bargained contract.
6 Plaintiff brings this class and PAGA action against the State of California, the California Department of
7 Human Resources, and Betty T. Yee, in her official capacity as State Controller of the State of
8 California (collectively, “the State of California” or “the State”), on behalf of herself, the proposed Class
9 Members, and all other Aggrieved Employees, as set forth below. For ease of reference, the proposed
10 Class Members and Aggrieved Employees are referred to collectively as the “Covered Employees.”

11 2. Plaintiff alleges that the State of California has a policy and practice of failing to timely
12 pay all wages due and unlawfully withholding wages agreed through collective bargaining. Upon
13 information and belief, this policy and practice stems from delays in the State’s processing of payroll
14 changes. These delays tend to last months each year. They have harmed thousands of State workers
15 each year. These delays continue to occur year after year. Upon information and belief, the State has
16 not resolved the systemic problems that give rise to these delays, so they will continue to occur for the
17 indefinite future.

18 3. Upon information and belief, the State’s unlawful policy and practice includes the
19 following:

20 a. **Excessive Withholdings (Claim A):** The State routinely deducts and withholds
21 money from State employees’ pay beyond what is lawful or allowed. For example, the State routinely
22 deducts and withholds pension benefit contributions above the limit on pensionable compensation set
23 forth in the Public Employees Pension Reform Act (“PEPRA”), Gov’t Code § 7522, *et seq.*

24 b. **Delayed Payment of Compensation (Claim B):** The State routinely fails to
25 timely pay portions of employees’ compensation, including General Salary Increases (“GSIs,” i.e.,
26 across-the-board raises), Supplemental Salary Adjudgments (“SSAs,” i.e., targeted raises), and
27 healthcare subsidies, for example, which are owed pursuant to Memoranda of Understanding (“MOUs”)
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1 reached between the State and various State Bargaining Units.

2 4. Upon information and belief, each year, the State eventually retroactively corrects these
3 excessive withholdings and delayed compensation. However, each year, the State has failed to
4 compensate Covered Employees for the delay in payment and has thus deprived Covered Employees of
5 control over their earned wages during the period of underpayment.

6 5. The State has violated and continues to violate both California common law and
7 California Labor Code protections (i) prohibiting withholding of wages agreed through collective
8 bargaining and (ii) mandating timely payment of wages during employment and upon separation.

9 6. The temporal scope of the class aspect of the lawsuit is from the earliest statute of
10 limitations period through final disposition of the action (the “**Class Period**”). The temporal scope of
11 the PAGA aspect of the lawsuit is from the earliest PAGA statute of limitations period through final
12 disposition of the action (the “**PAGA Period**”). The statute of limitations period for all Class Members
13 was tolled as of May 29, 2020, pursuant to the parties’ tolling agreement executed on July 23,
14 2020. Tolling was terminated by the Controller on August 4, 2020, effective August 14, 2020, and by
15 Plaintiff as to CalHR on August 21, 2020, effective August 31, 2020.

16 7. Plaintiff brings this class action on behalf of a proposed Class comprising two Subclasses
17 defined as follows:

18 (a) **Excessive Withholding Subclass:** State employees whose compensation was reduced
19 by withholding during the Class Period and then refunded later, such as employees whose compensation
20 was reduced for PEPRA withholdings beyond the date on which their compensation paid since the
21 beginning of the year passed the annual threshold set forth in Gov’t Code § 7522.10.

22 (b) **Delayed Payment Subclass:** Members of State Bargaining Units during the Class
23 Period who were entitled to compensation in the form of pay increases, e.g., via GSIs, SSAs, healthcare
24 subsidies, etc., pursuant to MOUs reached with the State Delayed Payment Subclass.

25 8. Plaintiff also brings her claims under PAGA on behalf of the State of California for the
26 benefit of all Aggrieved Employees during the PAGA Period. Similar to the Class definition, the PAGA
27 Group definition comprises both the “**Excessive Withholding PAGA Group**” (defined as the Excessive
28

1 Withholding Subclass except limited to the PAGA Period) and the “**Delayed Payment PAGA Group**”
2 (defined as the Delayed Payment Subclass except limited to the PAGA Period).

3 **JURISDICTION AND VENUE**

4 9. **Jurisdiction.** This case is properly before this Court because the matter involves issues of
5 state law and all the parties are citizens of California.

6 10. **Venue.** The California Attorney General has an office within the City and County of San
7 Francisco, making that county an appropriate venue, pursuant to Code of Civil Procedure § 401(1).

8 11. **PAGA Notice.** Notice of Plaintiff’s claims on behalf of Aggrieved Employees was
9 provided to the California Labor & Workforce Development Agency (“LWDA”) and the State on May
10 27, 2020. The LWDA has not taken any action with regard to the claims, including providing notice of
11 an intent to pursue the claims.

12 12. **CVCGCB Notice.** Plaintiff does not believe the causes of action and remedies sought
13 herein are procedurally required to be filed with the California Victims Compensation and Government
14 Claims Board (“CVCGCB”) prior to filing suit, pursuant to the Government Claims Act (Gov’t Code §
15 900, *et seq.*); nor does she waive her right to contest this issue. Nonetheless, out of an abundance of
16 caution, on May 29, 2020, Plaintiff filed a claim based on the facts alleged herein under the Government
17 Claims Act with CVCGCB. The CVCGCB rejected the claim on July 20, 2020. The CVCGCB’s letter
18 rejecting the claim is attached hereto as **Exhibit A** and is hereby incorporated by reference.

19 **THE PARTIES**

20 13. Plaintiff Allison Acosta is employed by the State of California as an attorney at the
21 California Department of Justice and is a member of State Bargaining Unit 2. Plaintiff Acosta is a
22 resident of San Diego county.

23 14. Defendant State of California is the employer of Plaintiff and all Covered Employees.

24 15. Defendant California Department of Human Resources (“CalHR”) is, and at all relevant
25 times was, the state agency designated as the representative of the Governor pursuant to Gov’t Code §§
26 3517 and 19815, *et seq.* CalHR is the administrator of wages for all State employees.

16. Defendant Betty T. Yee is a constitutional officer and is the elected State Controller of the State of California. (Cal. Const. Art. V, § 11.) Pursuant to Government Code section 12410, the State Controller shall superintend the fiscal concerns of the state. The Controller shall audit all claims against the state, and may audit the disbursement of any state money, for correctness, legality, and for sufficient provisions of law for payment. In addition, the Controller shall draw warrants on the Treasurer for the payment of money directed by law to be paid out of the State Treasury; but a warrant shall not be drawn unless authorized by law. (Gov. Code § 12440.) Betty T. Yee is named in her official capacity only.

FACTUAL BACKGROUND

17. Plaintiff was hired on or about September 1, 2014 by the State of California.

Claim A: Excessive Withholdings

18. Plaintiff experienced one particular type of excessive withholdings. During the Class Period, the limits on pensionable compensation pursuant to PEPRA were as follows:

Year	Social Security Participants	Non-Social Security Participants
2020	\$126,291	\$151,549
2019	\$124,180	\$149,016
2018	\$121,388	\$145,666
2017	\$118,775	\$142,530
2016	\$117,020	\$140,424

19. Plaintiff is a Social Security participant and subject to PEPRA.

20. During the Class Period, Plaintiff earned more than the cap on pensionable compensation for social security participants, as set forth above.

21. Given her annual salary, Plaintiff reached the pensionable compensation limit before the end of the 2019 calendar year. At that point, the State should have immediately ceased deducting pension benefit contributions from Plaintiff's monthly payroll warrant.

1 22. Nonetheless, the State continued deducting pension benefit contributions from Plaintiff's
2 wages throughout the calendar year. These deductions amounted to approximately 8% of Plaintiff's
3 gross salary per paycheck.

4 23. While the State issued a refund to Plaintiff for the excess withholdings on or around
5 January 2020, it never compensated Plaintiff for the delay in payment.

6 24. In November 2019, the State issued a letter to Plaintiff acknowledging that she had
7 reached the pensionable compensation cap but informing her that it would nonetheless unlawfully
8 continue to make full deductions for an indeterminate period. A copy of the letter issued to Plaintiff is
9 hereto as **Exhibit B**.

10 25. Upon information and belief, Plaintiff's experience is illustrative of other Covered
11 Employees' experiences.

12 26. The State's policy and practice of excessive withholdings constitutes unlawful
13 withholding of wages agreed through collective bargaining because Plaintiff and Covered Employees
14 are deprived of the full wage amounts set forth in the MOUs.

15 27. Upon information and belief, this policy and practice stems from the State's centralized
16 payroll operations and affects Excessive Withholding Subclass Members similarly regardless of the
17 State department, agency, or unit in which they work.

18 28. This policy and practice has caused (and continue to cause) significant harm to Covered
19 Employees, who are deprived of control over their earned compensation during the period when they are
20 waiting for the State to properly pay them.

21 29. Plaintiff does not intend this description of the excessive withholdings she suffered to
22 exhaustively or completely describe the full breadth of the excessive withholdings violations. Rather,
23 the State, as the employer, has full access to the information needed to determine the full range of
24 instances of excessive withholdings, including the amounts of the withholdings, the length of time
25 during which the withholdings were made, and the Covered Employees affected by those excessive
26 withholdings.

1 **Claim B: Delayed Payment of Compensation**

2 30. Plaintiff experienced one particular type of delayed payment. Specifically, on or about
3 September 4, 2019, State Bargaining Unit 2 reached an MOU with the State which provided for a 2.75%
4 GSI and a \$260 healthcare subsidy retroactive to July 1, 2019. On or about September 12, 2019, the
5 California State Legislature ratified the MOU (and many others) in AB-118. On or about October 13,
6 2019, the Governor of the State of California approved the MOU by signing AB-118.

7 31. Although the MOU expressly provided for a GSI and healthcare subsidy for Bargaining
8 Unit 2 members, the State did not begin paying Plaintiff and Bargaining Unit 2 members this
9 compensation until December 2019 or January 2020.

10 32. Upon information and belief, during the Class Period, the State has had a policy and
11 practice of routinely failing to timely pay Covered Employees compensation agreed pursuant to MOUs
12 with various State Bargaining Units.

13 33. Upon information and belief, this policy and practice generally occurs in the first year
14 after the raise is implemented and stems from the State's delays implementing payroll changes.

15 34. This widespread problem is not related to the terms and conditions of any specific MOU,
16 or the State department, agency, or unit in which any particular Covered Employee works.

17 35. Plaintiff and Covered Employees have been (and continue to be) harmed by the State's
18 failure to timely pay these wage increases, because they are deprived of control over their earned
19 compensation during the period when they are waiting for the State to finalize the payroll changes.

20 36. The State's policy and practice of failing to timely pay raises constitutes withholding of
21 wages agreed through collective bargaining because Plaintiff and Covered Employees are deprived of
22 the pay increases prescribed in the MOUs while they are waiting for the State to properly pay them.

23 37. Attached hereto as **Exhibit C** is a chart summarizing information Plaintiff has gathered in
24 her investigation of these claims showing various MOUs the State has reached with various State
25 Bargaining Units during the Class Period and the compensation provisions included in each. Plaintiff
26 does not intend this chart to exhaustively or completely list all violations. Rather, the State, as the
27 employer, has full access to the information needed to determine the full range of instances of delayed
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1 payments, including the amounts of the payments, the length of the delays, and the Covered Employees
2 affected by those delays.

3 CLASS ACTION ALLEGATIONS

4 38. Plaintiff brings the First, Second, and Third Claims for Relief pursuant to C.C.P. § 382 on
5 behalf of the Class, as defined above.

6 39. Numerosity. Upon information and belief, there are at least 100 members of the Class.
7 Although the precise number of such employees is unknown, the facts on which the calculation of that
8 number depends are presently within the State's sole control.

9 40. Ascertainability. The identity of Covered Employees is ascertainable through the State's
10 records.

11 41. Commonality and Predominance. Common questions of law and fact exist as to the
12 Class and predominate over any questions solely affecting individual members of the Class, including
13 but not limited to:

14 a. Whether the State unlawfully failed to timely pay wages during employment in
15 violation of Cal. Labor Code §§ 204 & 210;

16 b. Whether the State unjustly retained the benefit of Class Members' labor without
17 paying Class Members all wages due;

18 c. Whether the State's conduct, as alleged herein, constituted an unfair business act
19 or practice in violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; and

20 d. The nature and extent of the classwide injury and the appropriate measure of
21 damages for the Class.

22 42. Typicality. Plaintiff's claims are typical of the claims of the Class she seeks to represent.
23 Each Covered Employee was deprived of earned wages during the relevant period. There is no
24 apparent conflict of interest between Plaintiff and the Class.

25 43. Adequacy (class representative). Plaintiff will fairly and adequately represent and protect
26 the interests of the Class.

1 44. Adequacy (class counsel). Plaintiff's counsel are highly experienced and skilled in the
2 area of employee rights class actions and PAGA actions and will adequately represent the interests of
3 Plaintiff and the Class Members.

4
5 **CLAIMS FOR RELIEF**

6 **FIRST CLAIM FOR RELIEF**

7 **Waiting Time Penalties (Cal. Lab. Code §§ 204 & 210)**
8 **(Brought by Plaintiff Individually and on Behalf of the Class)**

9 45. Plaintiff realleges and incorporates by reference all other allegations herein.

10 46. Under California Labor Code section 204, labor performed between the 1st and 15th days
11 of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed
12 between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day
13 of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or
14 semimonthly (twice per month), when the earning period is something other than between the 1st and
15 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the
16 payroll period within which the wages were earned.

17 47. California Labor Code § 210(a) provides that persons who fail to pay wages as provided
18 in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each
19 employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each
20 employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any
21 willful or intentional violation.

22 48. During the Class Period, Defendants failed to pay Plaintiff and Covered Employees all of
23 their earned wages in a timely manner, in violation of California Labor Code § 204.

24 49. Plaintiff, on behalf of herself and the Covered Employees, seeks waiting time penalties
25 pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable
26 relief as the Court deems just and proper.
27
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SECOND CLAIM FOR RELIEF
Unjust Enrichment
(Brought by Plaintiff Individually and on Behalf of the Class)

50. Plaintiff realleges and incorporate by reference all other allegations herein.

51. During the Class Period, the State received a benefit in the form of Covered Employees' labor for which the State did not fully compensate Covered Employees.

52. The State unjustly retained this benefit at the expense of Covered Employees by failing to pay Covered Employees all wages due, including but not limited to pay increases in the form of general salary increases, supplemental salary adjustments, and/or healthcare subsidies, and by deducting pension benefits beyond pensionable compensation limits.

53. As a direct result of the State's unjust retention of Plaintiff and Covered Employees' labor without fairly compensating Plaintiff and the Covered Employees, Plaintiff and the Class are entitled to damages to be proven at trial, pre-judgment interest, and attorneys' fees.

THIRD CLAIM FOR RELIEF
(Violation of Business and Professions Code, § 17200, et seq.)
(Brought by Plaintiff Individually and on Behalf of the Class)

54. Plaintiff realleges and incorporate all other allegations herein.

55. The State engaged and continues to engage in unfair business practices by practicing, employing and utilizing the unlawful practices described above, including failing to timely pay wages to all Covered Employees when due through both delayed payment of raises and excessive deductions for pension contributions. This constitutes an unlawful and for unfair business practice within the meaning of Business & Professions Code § 17200, et seq.

56. As a result of the State's conduct, Plaintiff and the Covered Employees have been harmed as described in the allegations set forth above.

57. The actions described above, constitute false, unfair, fraudulent and/or deceptive business practices within the meaning of Business & Professions Code § 17200, et seq.

58. The State has been unjustly enriched by the policies and practices described herein, and those policies and practices conferred an unfair business advantage on the State over other businesses providing similar services which routinely comply with the requirements of California law.

59. Plaintiff and the Covered Employees seek full restitution of all monies withheld, acquired and/or converted by the State by means of the unfair practices complained of herein, as necessary and according to proof, and/or disgorgement of all profits acquired by the State by means of the acts and practices described herein.

FOURTH CLAIM FOR RELIEF
Violation of the Private Attorneys General Act (California Labor Code § 2698, *et seq.*)
(Brought by Plaintiff)

60. Plaintiff, on behalf of herself and all Aggrieved Employees, realleges and incorporates by reference all other allegations herein.

61. Plaintiff is an Aggrieved Employee under PAGA, as she was employed by the State of California during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein.

62. Plaintiff seeks civil penalties and reasonable attorneys' fees and costs pursuant to PAGA based on the State's violation of various sections of the Labor Code, including Labor Code §§ 201, 202, 203, 204, 210, and 223 on behalf of the State of California and Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, the Class, and the Aggrieved Employees, prays for the following relief:

- A. Certification of the proposed Class;
- B. Designation of Plaintiff as Representatives of the proposed Class;
- C. Appointment of Plaintiff's Counsel as Class Counsel;
- D. Appropriate statutory penalties;
- E. An award of damages and restitution to be paid by Defendants according to proof;

1 F. A declaratory judgment that the practices complained of herein are unlawful;

2 G. An injunction against Defendants and their officers, agents, successors, employees,
3 representatives, and any and all persons acting in concert with it, as provided by law, from engaging in
4 the unlawful practices, policies, and patterns set forth herein;

5 H. Civil penalties pursuant to PAGA;

6 I. Attorneys' fees pursuant to Labor Code §§ 210, 2699(g)(1) and all other bases for fees in
7 the Labor Code;

8 J. Costs of suit, including expert fees and costs;

9 K. Pre-judgment and post-judgment interest, as provided by law;

10 L. A reasonable service payment for Plaintiff in recognition of the value she is creating, the
11 benefits she is conferring on the Covered Employees and State of California, the time and costs she is
12 spending, and the risks she is incurring by asserting these claims; and

13 M. Such other and further relief as the Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a jury trial on all questions with respect to their claims to the extent
16 permitted by law.

17 Dated: September 2, 2020

Respectfully submitted,

18 
19 Jahan C. Sagafi

20 Jahan C. Sagafi (Cal. Bar No. 224887)
21 Jared W. Goldman (Cal. Bar No. 330574)
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*Counsel for Plaintiffs, the Proposed Class Members,
and Aggrieved Employees*

EXHIBIT A

07/20/2020

Jahan C Sagafi
Attorney at Law
1 California Street, 12th Floor
San Francisco, CA 94111

RE: Claim 20005014 for Allison Acosta against Department of Human Resources,
State Controller's Office

Dear Jahan Sagafi,

Government Claims Program (GCP) staff completed its investigation of your claim and rejected it for the following reasons.

The claim involves complex issues that are beyond the scope of analysis and legal interpretation typically undertaken by the GCP. Claims involving complex issues are best determined by the courts. Therefore, staff did not make a determination regarding the merit of the claim, and it is being rejected so you can initiate court action if you choose to pursue this matter further.

If you choose to pursue court action in this matter, it is not necessary or proper to include the GCP in your lawsuit unless the GCP was identified as a defendant in your original claim. Please consult Government Code section 955.4 regarding proper service of the summons.

If you have questions about this matter, please feel free to contact GCP by phone, mail, or email using the contact information below. Please remember to reference the assigned claim number (20005014) in your communication.

Sincerely,



Eric Rivera, Program Analyst
Government Claims Program
gcinfo@dgs.ca.gov

WARNING: Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

DECLARATION OF SERVICE BY U.S. MAIL

Name of Claimant: Allison Acosta
GCP File no.: 20005014

I am employed by the Government Claims Program. I am 18 years of age or older. I am familiar with the business practice at the Government Claims Program for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Government Claims Program is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business. On 07/20/2020, I served the attached letter by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Government Claims Program, located at 707 Third Street, West Sacramento, CA 95605, addressed as follows:

Jahan C Sagafi
Attorney at Law
1 California Street, 12th Floor
San Francisco, CA 94111

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 07/20/2020, at West Sacramento, California.



Kayla Drexel

EXHIBIT B

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Public: (916) 210-6021
Telephone: (916) 210-6391
Facsimile: (916) 322-0112
E-Mail: taylor.gisler@doj.ca.gov

November 22, 2019

Allison Acosta

RE: Retirement Compensation Limit for 2019

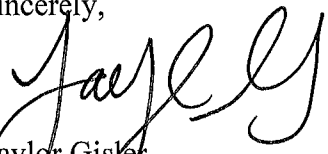
Dear Ms. Acosta:

Your earnings for the 2019 calendar year has reached the Retirement Compensation Limit under Government Code section 7522.10 of the Public Employees' Pension Reform Act (PEPRA), which limits the annual compensation that can be taken into account under qualified retirement plans. PEPRA members, who are subject to Social Security deductions, will reach a compensation limit of \$124,180 in the 2019 calendar year.

Although you have reached the Retirement Compensation Limit, you will continue seeing the full deduction from your payroll warrant. However, you will receive a refund of the deductions from the State Controller's Office once the adjustments have posted.

For questions regarding this entitlement, please contact me at the number above.

Sincerely,


Taylor Gisler
Personnel Specialist
Payroll and Benefit Services

For **XAVIER BECERRA**
Attorney General

EXHIBIT C

List of MOUs Known to Plaintiff
Acosta v. State of California (San Francisco Superior Court)
September 2020

Bargaining Unit	Item	Implementation Date
1	Health Care Subsidy	7/1/2020
1	Special Salary Adjustments	7/1/2020
1	General Salary Increase	1/1/2019
1	One-Time Bonus upon Ratification	1/1/2019
1	General Salary Increase	1/1/2018
1	One-Time Bonus upon Ratification	1/1/2018
1	Special Salary Adjustments	7/1/2017
1	General Salary Increase	1/1/2017
1	One-Time Bonus upon Ratification	1/1/2017
2	General Salary Increase	Retro to 7/1/19
2	Health Care Subsidy	Retro to 7/1/19
2	General Salary Increase	Effective first day of pay period following ratification in 2016
2	General Salary Increase	7/1/2018
2	General Salary Increase	7/1/2017
3	Health Care Subsidy	7/1/2020
3	Special Salary Adjustments	7/1/2020
3	General Salary Increase	1/1/2019
3	One-Time Bonus upon Ratification	1/1/2019
3	General Salary Increase	1/1/2018
3	One-Time Bonus upon Ratification	1/1/2018
3	Special Salary Adjustments	7/1/2017
3	General Salary Increase	1/1/2017
3	One-Time Bonus upon Ratification	1/1/2017
4	Health Care Subsidy	7/1/2020
4	Special Salary Adjustments	7/1/2020
4	General Salary Increase	1/1/2019
4	One-Time Bonus upon Ratification	1/1/2019
4	General Salary Increase	1/1/2018
4	One-Time Bonus upon Ratification	1/1/2018
4	Special Salary Adjustments	7/1/2017
4	General Salary Increase	1/1/2017
4	One-Time Bonus upon Ratification	1/1/2017
5	General Salary Increase	Retro to 7/1/19
6	Successor Agreement to Defer Raises	7/1/2022
6	General Salary Increase	7/1/2020
6	General Salary Increase	7/1/2018
6	General Salary Increase	7/1/2017
7	Various other differentials	Effective first day of pay period following ratification

Bargaining Unit	Item	Implementation Date
7	General Salary Increase + Various Special Salary Adjustments	7/1/2019
7	General Salary Increases	7/1/2018
7	General Salary Increases	7/1/2017
7	General Salary Increases	7/1/2016
7	Special Salary Adjustments	7/1/2016
8	Various Special Salary Adjustments	7/1/2020
8	Various Special Salary Adjustments	7/1/2019
8	Various Special Salary Adjustments	7/1/2018
8	Various Special Salary Adjustments	7/1/2017
8	Various Special Salary Adjustments	1/1/2017
9	General Salary Increases	7/1/18, 7/1/19
9	General Salary Increase	7/1/2022
9	Various differentials	7/1/2021
9	Various differentials	7/1/2020
9	Various differentials	7/1/2019
9	Various differentials	7/1/2018
9	General Salary Increases	7/1/2017
9	General Salary Increases	7/1/2016
9	Various differentials	7/1/2016
10	General Salary Increases	7/1/2020
10	General Salary Increases	7/1/2019
10	Various differentials	7/1/2018
10	General Salary Increases	7/1/2018
10	General Salary Increases	7/1/2017
10	General Salary Increases	7/1/2016
10	Differentials	7/1/2016
11	General Salary Increase	1/1/17, 1/1/18, 1/1/19
11	One-Time Bonus upon Ratification	1/1/17, 1/1/18, 1/1/19
11	Health Care Subsidy	7/1/2020
11	Special Salary Adjustments	7/1/2020
11	Special Salary Adjustments	7/1/2017
12	Special Salary Adjustments	1/1/17, 7/1/17, 7/1/2018
12	General Salary Increases	1/1/17, 7/1/17, 7/1/18, 7/1/19
13	General Salary Increase	Retro to 7/1/19
13	General Salary Increases	11/1/16, 7/1/17, 7/1/18
13	Special Salary Adjustments	11/1/16, 7/1/17, 7/1/18
14	General Salary Increase	1/1/17, 1/1/18, 1/1/19
14	One-Time Bonus upon Ratification	1/1/17, 1/1/18, 1/1/19
14	Health Care Subsidy	7/1/2020
14	Special Salary Adjustments	7/1/2020
14	Special Salary Adjustments	7/1/2017
15	Health Care Subsidy	7/1/2020
15	Special Salary Adjustments	7/1/2020

Bargaining Unit	Item	Implementation Date
15	General Salary Increase	1/1/2019
15	One-Time Bonus upon Ratification	1/1/2019
15	General Salary Increase	1/1/2018
15	One-Time Bonus upon Ratification	1/1/2018
15	Special Salary Adjustments	7/1/2017
15	General Salary Increase	1/1/2017
15	One-Time Bonus upon Ratification	1/1/2017
16	General Salary Increases	Effective on first day of pay period following ratification in 2016
16	Special Salary Adjustments	Effective first day of pay period following ratification in 2016
16	General Salary Increases	7/1/2019
16	General Salary Increases	7/1/2018
16	General Salary Increases	7/1/2017
17	Health Care Subsidy	7/1/2020
17	Special Salary Adjustments	7/1/2020
17	General Salary Increase	1/1/2019
17	One-Time Bonus upon Ratification	1/1/2019
17	General Salary Increase	1/1/2018
17	One-Time Bonus upon Ratification	1/1/2018
17	Special Salary Adjustments	7/1/2017
17	General Salary Increase	1/1/2017
17	One-Time Bonus upon Ratification	1/1/2017
18	Special Salary Adjustments	Month following ratification
18	General Salary Increases	7/1/2021
18	General Salary Increases	7/1/2020
18	General Salary Increases	1/1/2020
18	General Salary Increases	7/1/2018
18	Special Salary Adjustments	7/1/2018
18	General Salary Increases	7/1/2017
18	Special Salary Adjustments	7/1/2017
18	Special Salary Adjustments	1/1/2017
18	General Salary Increases	7/1/2016
19	Differentials	Effective first day of ratification
19	General Salary Increases	7/18/2020
19	General Salary Increases	7/1/2019
19	General Salary Increases	7/1/2017
19	General Salary Increases	1/1/2017
19	Special Salary Adjustments	1/1/2007
20	Health Care Subsidy	7/1/2020
20	Special Salary Adjustments	7/1/2020
20	General Salary Increase	1/1/2019
20	One-Time Bonus upon Ratification	1/1/2019
20	General Salary Increase	1/1/2018

Bargaining Unit	Item	Implementation Date
20	One-Time Bonus upon Ratification	1/1/2018
20	Special Salary Adjustments	7/1/2017
20	General Salary Increase	1/1/2017
20	One-Time Bonus upon Ratification	1/1/2017
21	Health Care Subsidy	7/1/2020
21	Special Salary Adjustments	7/1/2020
21	General Salary Increase	1/1/2019
21	One-Time Bonus upon Ratification	1/1/2019
21	General Salary Increase	1/1/2018
21	One-Time Bonus upon Ratification	1/1/2018
21	Special Salary Adjustments	7/1/2017
21	General Salary Increase	1/1/2017
21	One-Time Bonus upon Ratification	1/1/2017